



COUNTY OF LOS ANGELES

CHIEF INFORMATION OFFICE

500 West Temple Street
493 Kenneth Hahn Hall of Administration
Los Angeles, CA 90012

JON W. FULLINWIDER
CHIEF INFORMATION OFFICER

Telephone: (213) 974-2008
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January 31, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND DEWBERRY INC. FOR DIGITAL AERIAL IMAGERY DATA QUALITY ASSURANCE/QUALITY CONTROL AND DISTRIBUTION SERVICES

(3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Chief Information Officer to execute a one-year Agreement between the County of Los Angeles and Dewberry, Inc., presented in substantially the form of Attachment 1, and all related documents, with a maximum contract sum not to exceed \$400,000 to provide for the independent quality assurance/quality control (QA/QC) and distribution of aerial imagery products for the Los Angeles Region-Imagery Acquisition Project (LAR-IAP). These products include digital terrain datasets, 2-foot elevation contours, and 4-inch pixel resolution color orthogonal, infrared imagery and oblique imagery. The effective date of the Agreement shall be the date of execution of the Agreement by County and Dewberry, Inc.
2. Delegate the authority to the Chief Information Officer to execute amendments to the Agreement at no additional cost to the County.

PURPOSE OF RECOMMENDED ACTION

Approval of this Agreement will enable Dewberry Inc. to independently perform QA/QC services, based on the highest industry standards, on high-resolution orthogonal imagery and associated products for the entire Los Angeles County region. Approximately 200,000 images occupying an estimated six (6) terabytes of storage space must be rigorously analyzed to the exacting standards specified in the Invitation for Bids (IFB). Only a very limited number of firms in the nation have the expertise, experience and capacity to perform this level of validation.

The QA/QC and distribution task is the third major deliverable for the LAR-IAP that was established by the Memorandum of Understanding approved by your Board on August 30, 2005. The primary objective of LAR-IAP is to significantly reduce the cost of obtaining this imagery for the entire county region by sharing acquisition and processing costs with multiple County Departments and other public entities. The cost savings to participants for all five (5) imagery products will be approximately 40% less compared to the cost of independently obtaining these required images.

The actual acquisition of the imagery is being accomplished in two (2) phases. Phase 1 is the acquisition of orthographic (straight down view) imagery and associated data products, and was initiated with your Board's approval of the VARGIS LLC Agreement on October 18, 2005. Phase 2, acquisition of oblique (side view) imagery, is being initiated through an extension of an existing ISD Purchase Agreement with Pictometry International. Final distribution of the imagery to LAR-IAP members is anticipated in July-August, 2006.

JUSTIFICATION

In 2002, the CIO contracted for a GIS study to review the use of GIS across County Departments. The study identified that 90% of the data and GIS expertise was maintained in six (6) County Departments and there was no formal mechanism to support resource and data sharing between all County Departments. The study also determined that 75% of the County Departments indicated that their operations would benefit from the availability of geography information, including imagery. This growing demand for GIS data and improved data sharing has also expanded the demand for access to updated imagery.

The integration of high quality aerial imagery with Geographical Information Systems (GIS) significantly increase worker productivity and quality, and improved service to constituents. The County Quality and Productivity Commission (QPC) awarded the Department of Public Works (DPW), Department of Regional Planning (DRP) and the Chief Information Office (CIO) the Silver Eagle Award (Number 2 of the "Top 10" Productivity and Quality projects in 2003). This project was also showcased at the 2004 National Association of Counties (NACo) Annual Conference.

The LAR-IAP will provide highly accurate and precise orthogonal and oblique aerial imagery that will allow users to seamlessly view any location in Los Angeles County and see a top down and 4-sided sideways view of buildings and structures, and can determine the dimensions and elevations for any point on the image. This Agreement will ensure that the imagery is accurately positioned on the surface of the earth and that there are no gaps or blemishes in the imagery. These products will assist County departments with many activities including: property assessment, facilities management, flood control, road design, planning and zoning activities, public safety, zoning enforcement and overall decision-making when it comes to land use and constituent needs.

Based on the growing interest and desire for GIS imagery and data among County Departments, the opportunity to acquire enhanced imagery and the potential savings through cost sharing, the QPC, CIO, and Chief Administrative Office (CAO) recognized the benefits of expanding the shared cost model for aerial imagery to County Departments and other cities and agencies. With this encouragement and support, the CIO and DRP have moved forward with the formation of the LAR-AIP.

FISCAL IMPACT/FINANCING

This Agreement with Dewberry Inc. is one of three procurements necessary to complete the objectives of the LAR-IAP. The total cost of the LAR-IAP will not exceed \$5.6 million and the County's share of this cost will be reduced by the amounts contributed by the participating public entities. To date, the written and verbal expressions of interest to the County from public entities in the LAR-IAP will reduce the net County obligation to \$3.2 million (a 40% savings) for the imagery that the County had already intended on purchasing. The County's net cost will be allocated among, and paid by participating County Departments. Attachment 2 provides a current list of participating entities.

Funds have been identified from the Information Technology Fund to ensure full funding of this program until such time that all of the contributions have been received from participating public entities.

This program is structured to require no additional Net County Costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

The Invitation for Bid (IFB) was posted on the Internal Services Vendor website and notices were emailed to 18 vendors who participate in this very limited niche market. Three firms submitted questions during the question and answer period.

A bid evaluation committee was established that included representatives from County Departments and key participating entities (Los Angeles City, Pasadena, Torrance, and Cal-Trans). The committee used an objective approach to validate required vendor qualifications, which included project member certifications, length and depth of experience, capacity to handle the tremendous volume of imagery data and acceptance of County Terms and Conditions. The IFB process dictates that the lowest priced firm that meets all of the stipulated qualifications is the winning bidder.

Bids were received from two (2) firms. One firm was found non-responsive because they did not meet the minimum bid requirements. Dewberry Inc. met all of the vendor qualifications and had the lowest price, which was consistent with our initial estimates and within the LAR-IAP budget. The final cost will be determined during negotiations and will be less than \$400,000 in any event.

STRATEGIC PLAN GOALS

The LAR-IAP supports the following County Strategic Goals:

1. Service Excellence

The acquired imagery will assist in providing the public with personalized spatially specific information and direct services through web-based spatially enabled imagery (land use, law enforcement, access to County service locations, etc.).

2. Workforce Excellence

Use of this imagery, combined with other data layers (parcel data, street networks, service boundaries, political boundaries, etc.), will allow the County workforce to make better decisions by adding a visual context to constituent issues and needs. Imagery will also provide information to correct errors in parcel, land use and permit tabular data.

3. Organizational Effectiveness

The use of standardized imagery will introduce a common language tool to all County Departments and outside participating agencies to visualize the same land use issues in the same way through a common geospatial image and data layers. The service delivery systems are more efficient because the cost of the imagery and tools are shared with all LAR-IAP participants, which allow participating departments and agencies to concentrate on their core missions.

4. Fiscal Responsibility

By sharing the cost for acquiring this data, the County will save 40% over the cost of obtaining this necessary imagery independently.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Establishment of the LAR-IAP will achieve the following benefits:

- Cost savings: 40% on imagery acquisition costs based on the collaboration with other public entities, volume discount pricing and cost sharing through the joint acquisition strategy.
- Cost savings: 50%-75% reduction in the indirect costs associated with the legal and procurement process by eliminating multiple procurements of the same product.
- Increased worker productivity: High levels of precision in digital aerial imagery tools will reduce time spent on site visits and provide a more comprehensive view of land use issues.
- Enhanced decision support: Digital imagery will aid in understanding and providing a context to constituent issues regarding land use issues at Board meetings, community meetings, hearings, etc.
- Service enhancement: Unifying digital aerial imagery will improve communication among all LA County government entities.
- Service enhancement: Integration of digital aerial imagery with GIS parcel databases and other GIS layers will provide a better context for improving the decision-making process.
- Future cost avoidance: Elimination of multiple acquisitions from agencies for the same area.

CONCLUSION

The approval of this Agreement and delegation of authority to the Chief Information Officer as requested above will allow the LAR-IAP to move forward with the QA/QC and distribution phase for the LAR-IAP and achieve the goal of cost saving and increased benefits to our constituents through meaningful public agency collaboration and partnerships.

Respectfully submitted,



JON W. FULLINWIDER
Chief Information Officer

JWF:JM:ygd

Attachment

c: County Counsel
Executive Officer, Board of Supervisors
Chief Administrative Officer
Chair, Information System Commission
Director, Regional Planning Department
Director, Department of Public Works

Draft:p/drafts/IAC_QAQC Board Letter

**AGREEMENT FOR INDEPENDENT QUALITY
ASSURANCE/QUALITY CONTROL
AND DISTRIBUTION SERVICES FOR
DIGITAL ORTHO IMAGERY, DIGITAL TERRAIN MODELS
AND OBLIQUE AERIAL DIGITAL IMAGERY
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
DEWBERRY, INC.**

LAR - IAC

Participating Cities/Agencies and County Departments
1/18/2006

Attachment 2

City Participants	
Agoura Hills	\$22,561
Arcadia	\$44,545
Beverly Hills	\$23,509
Burbank	\$55,292
Carson	\$54,683
Cerritos	\$28,133
Covina	\$26,000
Culver City	\$23,479
Diamond Bar	\$49,000
El Segundo	\$19,000
Glendale	\$87,832
Inglewood	\$37,823
La Habra Heights	\$18,000
Lakewood	\$32,552
Long Beach	\$141,738
Los Angeles	\$887,359
Manhattan Beach	\$23,000
Monrovia	\$43,444
Redondo Beach	\$27,000
Palmdale	\$114,484
Pasadena	\$73,996
Santa Clarita	\$91,757
Santa Monica	\$32,939
Torrance	\$73,225
Westlake Village	\$19,362
<i>Cities Total:</i>	\$2,050,713
County Participants	
Assessor	\$588,538
Beaches & Harbors	\$19,618
CAO (Including OEM)	\$400,000
Fire	\$427,671
Health Department / Bio Terrorism Grant	\$600,000
Public Works (DPW)	\$553,880
Regional Planning	\$299,174
RRCC	\$250,000
<i>County Total:</i>	\$3,138,881
Other Agencies	
Caltrans	\$200,000
LARGIN (LA Region Gang Information Network)	\$100,000
USGS*	\$320,000
<i>Other Agencies Total:</i>	\$620,000

Totals	
City Participants	\$2,050,713
County Participants	\$3,138,881
Other Agencies	\$620,000
Total:	\$5,809,594

Total Estimated Project Cost \$5,600,000

Other Potential Participants	
Agricultural Comissioner / Weights and Measures	\$380,000
County Contribution to FEMA	\$200,000
Lynwood	\$28,838
Malibu	\$52,914
Whittier	\$51,000
La Canada Flintridge	\$22,000
Glendora	\$45,000
Claremont	\$40,000
Lomita	\$21,000
Pomona	\$76,000
<i>Other Potential Participants Total:</i>	\$916,752

* Verbal Commitment Only

**AGREEMENT FOR INDEPENDENT QUALITY ASSURANCE/QUALITY CONTROL
AND DISTRIBUTION SERVICES FOR
DIGITAL ORTHO IMAGERY, DIGITAL TERRAIN MODELS
AND OBLIQUE AERIAL DIGITAL IMAGERY
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
DEWBERRY, INC.**

THIS AGREEMENT FOR INDEPENDENT QUALITY ASSURANCE /QUALITY CONTROL AND DISTRIBUTION SERVICES FOR DIGITAL ORTHO IMAGERY, DIGITAL TERRAIN MODELS AND OBLIQUE AERIAL DIGITAL IMAGERY is entered into on the Effective Date by and between the County of Los Angeles ("County") and DEWBERRY, INC., a Virginia corporation located at 8401 Arlington Boulevard, Fairfax, Virginia ("Contractor").

WHEREAS, County desires to employ a contractor to provide independent quality assurance/quality control ("QC/QA") and distribution services for digital ortho imagery, digital terrain models and oblique aerial digital imagery (such services are collectively referred to hereinafter as the "Services") being produced for the County for the benefit of the Los Angeles Region Imagery Acquisition Consortium ("LAR-IAC") under the direction of the County's Chief Information Officer ("CIO");

WHEREAS, County has determined that County personnel are not available to provide the special services required for the provision of the Services;

WHEREAS, California Government Code Section 31000 permits the County Board of Supervisors to contract for special services with persons specially trained and experienced to perform such services;

WHEREAS, in response to County's Invitation for Bids issued with respect to the Services, Contractor has submitted its bid to County and desires, and is prepared, to provide the Services to County;

WHEREAS, Contractor is a provider of independent QC/QA and product distribution services and possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide all components of the Services;

WHEREAS, Contractor is willing to accept responsibility for performing the Services set forth herein for the compensation and in accordance with the terms and conditions set forth herein; and

WHEREAS, County and Contractor desire to enter into an agreement for the Contractor's provision of the Services to County.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION.

- 1.1 Agreement. This base document along with Exhibits A through J and any schedules attached hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:
 - 1.2.1. Exhibit A – Additional Terms and Conditions
 - 1.2.2. Exhibit B – Statement of Work
 - 1.2.3. Exhibit C – Price and Schedule of Payments [To Be Negotiated]
 - 1.2.4. Exhibit D – Sample Subcontract
 - 1.2.5. Exhibit E – Contractor's Employee Acknowledgement, Confidentiality & Assignment of Rights
 - 1.2.6. Exhibit F – Task/Deliverable Acceptance Certificate
 - 1.2.7. Exhibit G – Internal Revenue Service Notice 1015 [Omitted]
 - 1.2.8. Exhibit H – Safely Surrendered Baby Law Fact Sheet [Omitted]
 - 1.2.9. Exhibit I – County's Invitation for Bids [Omitted]
 - 1.2.11. Exhibit J – Contractor's Bid [Omitted]
- 1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and

incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

- 1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting.

2. **DEFINITIONS.** The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

- 2.1. "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).
- 2.2. "Board" means the Los Angeles County Board of Supervisors.
- 2.3. "CIO" has the meaning set forth in the Recitals.
- 2.4. "Contractor Hearing Board" has the meaning set forth in the then current Chapter 2.202.020 of Los Angeles County Code.
- 2.5. "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).
- 2.6. "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).
- 2.7. "County" has the meaning set forth in the Recitals.
- 2.8. "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director).
- 2.9. "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager).

- 2.10. "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the SOW.
- 2.11. "Effective Date" means the date the Agreement is executed by all parties and approved by the Board.
- 2.12. "LAR-IAC" has the meaning set forth in the Recitals.
- 2.13. "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).
- 2.14. "QA/QC" has the meaning set forth in the Recitals.
- 2.15. "Services" has the meaning set forth in the Recitals.
- 2.16. "Specifications" means the specifications for Services as set forth in this Agreement, the SOW and any approved Change Order.
- 2.17. "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement.
- 2.18. "Tasks" means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the SOW.
- 2.19. "Tax" and "Taxes" means governmental fees (including , license, filing and registration fees) and all taxes (including, franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.20. "Term" has the meaning set forth in Paragraph 7 (Term).
- 2.21. "Work" means any and all Tasks, subtasks, Deliverables, goods and other services performed by or on behalf of Contractor in order to develop and deliver to County the Services, including the work required pursuant to this Agreement, the SOW, and all the Exhibits, Change Orders, and amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY.

3.1 County Project Director.

County Project Director for this Agreement shall be the following person:

Jon W. Fullinwider
Chief Information Officer
County of Los Angeles
500 West Temple Street, Suite 493
Los Angeles, California 90012
Telephone: (213) 974-2008
Fax: (213) 633-4733
E-mail: jfullinwider@cio.co.la.ca.us

- 3.1.1. County will notify Contractor in writing of any change in County Project Director.
- 3.1.2. Except as set forth in Paragraph 6 (Change Notices and Amendments) of this Agreement County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.3. County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.
- 3.2 County Project Manager.
- 3.2.1. County Project Manager for this Agreement shall be the following person:
- John McIntire
Associate CIO
County of Los Angeles
500 West Temple Street, Suite 493
Los Angeles, California 90012
Telephone: (213) 974-2154
Fax: (213) 633-4733
E-mail: jmcintire@cio.co.la.ca.us
- 3.2.2. County shall notify Contractor in writing of any change in the name or address of County Project Manager.
- 3.2.3. County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement.
- 3.2.4. County Project Manager shall interface with Contractor Project Manager on a regular basis.
- 3.2.5. County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
- 3.2.6. County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
- 3.2.7. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in this Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.2.7.

- 3.3 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. **ADMINISTRATION OF AGREEMENT – CONTRACTOR.**

4.1 Contractor Project Director.

- 4.1.1. Contractor Project Director shall be the following person:

[_____]

- 4.1.2. Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

- 4.1.3. From the Effective Date through the end of the Term, Contractor Project Director shall be available to meet and confer with County Project Director (or such person as the County Project Director shall designate), in person or by phone, to review project progress and discuss project coordination on such schedule as may be requested by County Project Director as County Project Director shall determine in his or her discretion.

4.2 Contractor Project Manager.

- 4.2.1. The Contractor Project Manager shall be the following person who shall be a full-time employee of Contractor:

[_____]

- 4.2.2. Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 4.4 (Reports by Contractor).

- 4.2.3. From the Effective Date through the end of the Term, Contractor Project Manager shall be available to meet and confer with County Project Manager (or such other person as County Project Manager shall designate), in person or by phone; on such schedule as may be requested by County Project Manager as County Project Manager shall determine in his or her discretion.

4.3 Approval of Contractor's Staff.

- 4.3.1. In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

4.3.2. County has the absolute right to approve or disapprove each member or proposed member of Contractor's key staff, including Contractor's Project Manager, prior to and during his/her performance of any work hereunder and prior to any proposed changes in Contractor's key staff, including Contractor's Project Manager or any lead member of Contractor's Project Team. County's Project Director may require the replacement of any member of Contractor's Staff performing, or offering to perform, work hereunder, including, but not limited to, Contractor's key staff. Such County requested changes shall occur within fifteen (15) days of County's request. Contractor shall provide County's Project Director with resumes of all proposed key staff substitutions and shall make such staff available for interview by County upon request of County's Project Director. Contractor shall provide fifteen (15) days advance notice of any Contractor-initiated key staff changes.

4.3.3. Contractor also represents and warrants that it shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor's Staff, including, but not limited to, Contractor's Project Manager. Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

In the event Contractor should ever need to remove any key staff from performing work under this Agreement, Contractor shall provide County with adequate notice and work on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

4.3.4. The following persons have been identified by Contractor as the lead members of its Project Team and are hereby approved as of the Effective Date by County in the following roles:

Name

Position

4.3.5. Contractor shall be responsible for any additional costs incurred by the replacement of personnel pursuant to Paragraphs 4.3.2 and 4.3.3 above. In no event shall such an occurrence result in an increase in compensation to be paid by County under this Agreement.

4.4 Reports by Contractor. In order to control expenditures and to ensure the reporting of all tasks, subtasks, deliverables, goods, services, and other work provided by Contractor, Contractor shall provide to County's Project Director with, a copy of County's Project Manager, monthly written reports as described in Exhibit B (Statement of Work), which shall include, but not be limited to, the following information:

- (1) Period covered by the report.
- (2) Summary of project status as of reporting date.
- (3) Tasks, subtasks, deliverables, goods, services and other work scheduled for the reporting period, which were not completed.
- (4) Tasks, subtasks, deliverables, goods, services and other work for the reporting period which were completed.
- (5) Tasks, subtasks, deliverables, goods, services and other work completed in the reporting period which were not scheduled.
- (6) Tasks, subtasks, deliverables, goods, services and other work to be completed in the next reporting period.
- (7) Issues to be resolved.
- (8) A list of outstanding issues and draft documents and a current status of those documents.

5. WORK; APPROVAL AND ACCEPTANCE.

Upon completion of particular Tasks, including all applicable subtasks, Deliverables, goods, services, and other Work to be provided by Contractor pursuant to this Agreement, including the Statement of Work and any executed Change Order, Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit F (Task/Deliverable Acceptance Certificate) to County Project Director, together with any supporting documentation reasonably requested by County, for County Project Director's written approval. Contractor acknowledges that notwithstanding anything herein to the contrary it must complete all Work required to complete and deliver the Services to County. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in the SOW, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for payment respecting a particular Task prior to execution of the Task/Deliverable Acceptance Certificate for such Task.

6. **CHANGE NOTICES AND AMENDMENTS.** No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Notices and Amendments).
- 6.1 General. County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:
- 6.1.1. For any change which does not materially affect the scope of Work, period of performance, payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Director.
- 6.1.2. For any change that materially affects any term or condition in this Agreement, then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.
- 6.1.3. Notwithstanding any other provision of this Paragraph 6 (Change Notices and Amendments) or Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions), the CIO shall take all appropriate action to carry out any orders of the Board relating to this Agreement, and, for this purpose, the CIO is authorized to: (i) issue written notice(s) of partial or total termination or suspension of this Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of Exhibit A (Additional Terms and Conditions) without further action by the Board and/or (ii) prepare and sign Amendments to this Agreement which reduce the Statement of Work and the Contract Sum without further action by the Board.
- (i) Such notices of partial or total termination shall be authorized under the following conditions:
- (A) Notices shall be in compliance with all applicable federal, state and County laws, rules, regulations, ordinances, guidelines and directives.
- (B) CIO shall obtain approval of County Counsel for any notice.
- (C) CIO shall file a copy of all notices with the Executive Office of the Board within fifteen (15) days after execution of each notice.
- (ii) Such amendments shall be authorized under the following conditions:
- (A) Notices shall be in compliance with all applicable federal, state and County laws, rules, regulations, ordinances, guidelines and directives.

- (B) The Board has appropriated sufficient funds for purposes of such Amendments.
 - (C) CIO shall obtain approval of County Counsel for any notice.
- (iii) CIO shall file a copy of all amendments with the Executive Office of the Board within fifteen (15) days after execution of each amendment.
- 6.1.4. Notwithstanding any other provision of this Paragraph 6 (Change Notices and Amendments), to the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Director, in its discretion, may grant Contractor extensions of time in writing for the Work listed in the SOW or otherwise in this Agreement provided such extensions shall not extend the Term of this Agreement.
- 6.2 Change Order. Any "Change Order" proposed or executed by the parties shall include, unless waived by County Project Director:
 - 6.2.1. a quotation of a "not to exceed" price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion schedule and a monthly budget of anticipated expenditures;
 - 6.2.2. an accounting of the cost savings to be realized by County from the nonperformance of any Work that is to be supplanted by the Work to be performed under the Change Order;
 - 6.2.3. Contractor staff level recommended for completion of the applicable Work;
 - 6.2.4. estimated personnel hours for completion of the requested Work;
 - 6.2.5. final delivery date for completed Work, including any post-delivery acceptance period as may be applicable;
 - 6.2.6. if applicable, a revised Task and Deliverable completion schedule under the SOW for the remaining Work (*i.e.*, other than the Work requested under the Change Order); and
 - 6.2.7. a description of and Contractor's cost of any applicable materials required to complete the requested Work.
- 6.3 Duration of Contractor's Change Order Price Quotation. Contractor's quotations under the proposed Change Order, including the "not to exceed price" under Paragraph 6.2.1, shall be valid for ninety (90) days from the date of its submission.
- 6.4 Change Order Dispute Resolution. In the event the parties fail to agree on the amount to be paid by County for the Work requested pursuant to a Change Order, County may, upon notice to Contractor, elect to direct Contractor to commence performing such Work (and Contractor agrees to commence performing such Work) and resolve the dispute over

amounts owed to Contractor in accordance with the Dispute Resolution Procedure. To give effect to the preceding sentence, however, County agrees to pay and will pay the undisputed portion of such fees in accordance with the procedures set forth in Paragraph 5 (Work; Approval and Acceptance) and Paragraph 10 (Invoices and Payments).

6.5 Change Order Audit. County is entitled to audit, in accordance with Paragraph 41 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6.2 (Change Order) in respect of Work performed pursuant to a Change Order.

7. **TERM.** The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect until County has accepted all Deliverables required under this Agreement, unless sooner terminated or extended, in whole or in part, as provided in this Agreement ("Term").

8. **PRICES AND FEES.**

8.1 General. Attached to this Agreement as Exhibit C (Price and Schedule of Payments) is a schedule of all fees applicable to this Agreement, along with a payment schedule for completion of Work beginning on the Effective Date and continuing through the Term.

8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other work specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. Notwithstanding such limitation of funds, Contractor shall satisfactorily perform and complete all work required of Contractor under this Agreement.

The Maximum Contract Sum for this Agreement, including all applicable taxes, authorized by County hereunder, shall not exceed _____ Dollars (\$_____).

8.3 Sales/Use Tax. The fees set forth in Exhibit C (Price and Schedule of Payments) shall include applicable California and other state and local sales/use taxes on all tasks, subtasks, goods, services and other work procured by County pursuant to or otherwise due as a result of this Agreement. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for any and all California and other state and local sales/use taxes billed by Contractor to County and paid by County to Contractor in accordance with this Agreement. In the event Contractor fails to pay such California or any other state or local sales/use tax and such taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all tax amounts paid by County as a result of such failure and any attorneys' fees, including costs, associated therewith. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or

personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

9. **COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS.** Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. **INVOICES AND PAYMENTS.**

- 10.1 Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.
- 10.2 Submission of Invoices. Contractor shall invoice County upon completion of Tasks, subtasks, Deliverables, goods and services and other Work which are specified in this Agreement, Exhibit B (Statement of Work), Exhibit C (Price and Schedule of Payments), and any Change Orders, as applicable, and which have been approved in writing by County pursuant to Paragraph 4.3 (Work; Approval and Acceptance). Contractor agrees not to submit any invoice for payment until County has approved in writing the Work for which payment is claimed. All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following address:

John McIntire
Associate CIO
County of Los Angeles
500 West Temple Street, Suite 493
Los Angeles, California 90012

- 10.3 Detail. Each invoice submitted by Contractor shall include:
- 10.3.1. The Tasks, subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work), Exhibit C (Price and Schedule of Payments), and any Change Order, as applicable, for which payment is claimed.
- 10.3.2. A copy of all applicable Task/Deliverable Acceptance Certificates.

- 10.3.3. Indication of any applicable withholds or credits due to County under the terms of this Agreement or reversals thereof, including credits assessed in accordance with Paragraph 10.7 (Credits to County).
- 10.4 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task or Deliverable, or other Work, only upon successful completion by Contractor and approval by County of such Task or Deliverable, or other Work. No partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables, or other Work, will be made under this Agreement.
- 10.5 Invoice Discrepancy Report. County Project Director or County Project Director's designee shall review all invoices for any discrepancies and provide an "Invoice Discrepancy Report" (or "IDR"), orally or in writing, to Contractor within thirty (30) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from County Project Director or County Project Director's designee. If County Project Director or County Project Director's designee does not receive a written response within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.
- 10.6 County's Right to Withhold. In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.
- 10.7 Credits to County.
- 10.7.1. County shall be entitled to credits arising from Contractor's noncompliance with its obligations relating to any of the following Deliverables:
- (i) Deliverable ____;
 - (ii) Deliverable ____;
 - (iii) Deliverable ____.
- 10.7.2. Such credits will be calculated according to the following rules:
- (i) Deliverables not properly completed within thirty (30) working days of the Deliverable due date, as specified in Exhibit C (Price and Schedule of Payments), shall entitle County to a credit of five percent (5%) of the actual cost of such Deliverable, as set forth in Exhibit C (Price and Schedule of Payments).
 - (ii) The credit shall be increased by one percent (1%) of such cost each calendar day the Deliverable is late beyond the thirty (30) working days.

10.7.3. Deliverables shall not be considered late if their delay is due to circumstances above and beyond the control of Contractor, including but not limited to, the failure of County or other impacted jurisdictions to provide comments within the timeframes set forth in Exhibit C (Price and Schedule of Payments), provided Contractor has filed a timely Notice of Delay pursuant to Paragraph 15 (Notice of Delay) of Exhibit A (Additional Terms and Conditions) in respect of such circumstance.

10.7.4. County may apply the full amount of any credit hereunder to offset and reduce any payments owing hereunder by County at any time by the full amount of such credit.]

11. **CONTRACTOR'S OFFICES.** Contractor's business offices are located at . Contractor shall notify County of any change in its business address at least ten (10) calendar days prior to the effective date thereof.
12. **NOTICES.** All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier, with signed receipt. Notices is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County:

Chief Information Office
County of Los Angeles
500 West Temple Street, Room 493
Los Angeles, CA 90012
Attention: John McIntire, Associate CIO
Fax: (213) 633-4733
E-mail: jmcintire@cio.co.la.ca.us

with a copy to:

County Counsel, Los Angeles County
500 West Temple Street
Los Angeles, CA 90012
Attention: Jose Silva, Esq.
Facsimile: (213) 617-7182

To Contractor:

Attention: _____

Facsimile: _____

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13. **ARM'S LENGTH NEGOTIATIONS.** This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.
14. **SURVIVAL.** The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 7, 8, 9, 10, 1, 13 and 14, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

AGREEMENT FOR INDEPENDENT QUALITY ASSURANCE /QUALITY CONTROL
AND DISTRIBUTION SERVICES FOR
DIGITAL ORTHO IMAGERY, DIGITAL TERRAIN MODELS
AND OBLIQUE AERIAL DIGITAL IMAGERY
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
DEWBERRY, INC.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chief Information Officer, and Contractor has subscribed its name by and through its duly authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By _____
Jon W. Fullinwider
Chief Information Officer

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Jose Silva
Principal Deputy County Counsel

DEWBERRY, INC.

Signed: _____
Printed: _____
Title: _____

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions (as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit") shall have the meanings given to such terms in the base document of the Agreement.

1. SUBCONTRACTING.

1.1. General. County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2. Procedure for Subcontracting. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1. Contractor shall notify County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2. A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement, or required by Exhibit D (Sample Subcontract).

1.2.3. A draft copy of the proposed subcontract which shall contain, at a minimum, the provisions set forth in Exhibit D (Sample Subcontract). The provisions of Exhibit D (Sample Subcontract), or of any approved subcontract agreement between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of County Project Director, which approval shall not be unreasonably withheld; and

1.2.4. Any other information and/or certifications reasonably requested by County.

County will review Contractor's request to subcontract and determine, in its reasonable discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to County Project Director a fully executed copy of each subcontract

entered into by Contractor pursuant to this Paragraph 1.2, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.2.5. Contractor shall obtain an executed Subcontractor Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit D.1 attached to Exhibit D (Sample Subcontract)) for each of subcontractor's employees performing Work under the subcontract. Such agreements shall be delivered to County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3. Contractor Responsibilities.

- 1.3.1. Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, whether performed by Contractor or by any subcontractor, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, including Contractor's indemnification obligations, or responsibilities, to County.
- 1.3.2. In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3. In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.
- 1.3.4. Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2. **DISPUTE RESOLUTION PROCEDURE.**

- 2.1. Contractor and County agree to act immediately to mutually resolve any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

- 2.2. Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that County, in its discretion, determines should be delayed as a result of such dispute.
- 2.3. If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.
- 2.4. If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.
- 2.5. In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.6. If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) business days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.7. If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) business days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president and the CIO, but not to CIO's designee. These persons shall have five (5) business days to attempt to resolve the dispute.
- 2.8. In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.
- 2.9. All disputes utilizing the Dispute Resolution Procedures shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 2 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

- 2.10. Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 3.4 (Injunctive Relief) of this Exhibit, or pursuant to Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration) of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedures. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3. **CONFIDENTIALITY.**

- 3.1. General. Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable federal, state, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. In addition, Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit E to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such Confidential Information.

3.2. Disclosure of Information.

- 3.2.1. In the performance of this Agreement or in contemplation thereof, the parties and their respective employees and agents may have access to private or Confidential Information and trade secrets owned or controlled by the other party and such information may contain proprietary details and disclosures. All information and data shall be plainly and prominently marked with restrictive legends identifying such information and data as proprietary or confidential by either party ("Confidential Information").
- 3.2.2. With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that

the records are, or information is, releasable; and (4) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.3. Without limiting the generality of Paragraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3. Use of County Name. In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor and subcontractors from publishing their respective roles under the Agreement within the following conditions:

3.3.1. Contractor shall develop all publicity material in a professional manner.

3.3.2. During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director, which shall not be unreasonably withheld or delayed.

3.3.3. Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.3 (Use of County Name) shall apply.

3.3.4. Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.4. Injunctive Relief. Contractor acknowledges that a breach by Contractor of this Paragraph 3 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3 (Confidentiality).

4. TERMINATION FOR INSOLVENCY.

4.1. County may terminate the Agreement immediately at any time following the occurrence of any of the following:

- 4.1.1. Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
- 4.1.2. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States bankruptcy code;
- 4.1.3. The appointment of a receiver or trustee for Contractor; or
- 4.1.4. The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2. The rights and remedies of County provided in this Paragraph 4 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3. Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under section 365(n) of the United States Bankruptcy Code (11 USC Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5. **TERMINATION FOR DEFAULT.**

- 5.1. Event of Default. County may, upon notice to Contractor, terminate the whole or any part of the Agreement, if Contractor fails to perform or provide any Task, subtask, Deliverable, goods, service, or other Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5 (Termination for Default), or such longer period as County Project Director may authorize, in writing, but in no event shall the period, as extended by County Project Director, exceed thirty (30) days), provided that nothing in this Paragraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2. Deemed Termination for Convenience. If, after County has given notice of termination under the provisions of this Paragraph 5 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3. Completion of Work. Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy any Deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefor at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Paragraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County (including software) shall be deemed Work under the Agreement, and Contractor's obligations shall extend to such Work as if such Work had been prepared and delivered to County by Contractor. County shall provide Contractor such documentation in County's possession or control as reasonably requested by Contractor as is necessary for Contractor to provide services to fulfill its obligations under the Agreement in respect of such Work.

6. **TERMINATION FOR CONVENIENCE; SUSPENSION.**

6.1. Termination for Convenience. The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for whatever reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination become effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2. Nothing in this Paragraph 6 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement and applicable law and County procedures for payment for Work performed through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 shall be the only remedy available to Contractor in the event of a termination pursuant to this Paragraph 6 (Termination for Convenience; Suspension) by County.

6.3. Suspension. County, at its convenience, and without further liability except as herein specified, may suspend Contractor's performance under this Agreement, in whole or in

part, by written notice personally delivered to Contractor specifying the effective date and extent of the suspension.

- 6.3.1. Contractor shall immediately discontinue all services unless otherwise indicated by CIO.
- 6.3.2. Upon request of CIO, Contractor shall surrender and deliver to CIO within seven (7) days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Services as may have been accumulated by Contractor, whether complete or in process, for which an invoice has been approved by County pursuant to Paragraph 10.1 (Approval of Invoices) of the base document or for which an agreement for partial payment has been negotiated.
- 6.3.3. In the event the entire Agreement is suspended for longer than three (3) months, County shall pay Contractor demobilization expenses. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable and actual cost of suspending any commitments for services not yet complete. County shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.
- 6.3.4. In the event the entire Agreement is suspended for longer than three (3) months and Contractor is directed to remobilize within one calendar year of the effective date of the suspension, County shall pay reasonable and actual remobilization expenses directly attributable to restarting services hereunder and, at Contractor's option, Contractor and County shall renegotiate Contractor's fees for services remaining under this Agreement. If no agreement as to expenses and fees can be reached, this Agreement may be terminated for the County's convenience.
- 6.3.5. In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience of County at the option of either party, upon written notice to the other party.
- 6.4. No Prejudice; Sole Remedy. Nothing in this Paragraph 6 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement and applicable law and County procedures for payment for Work performed through the effective date of suspension or termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.4 shall be the only remedy available to Contractor in the event of a suspension or termination pursuant to this Paragraph 6 (Termination for Convenience; Suspension) by County.

7. TERMINATION FOR IMPROPER CONSIDERATION.

- 7.1. County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or

given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 7.2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (213) 974-0914 or (800) 544-6861.
- 7.3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8. **TERMINATION FOR GRATUITIES.** County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9. **EFFECT OF TERMINATION.**

- 9.1. Remedies. In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration) of this Exhibit, then:

- 9.1.1. Contractor shall (i) stop performing Work under the Agreement on the date and to the extent specified in such notice, (ii) promptly transfer and deliver to County all completed Work and Work in process, in a media reasonably requested by County, (iii) complete performance of such part of the Work as shall not have been terminated by such notice;
- 9.1.2. unless County has terminated the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

- 9.1.3. Contractor shall promptly return to County any and all of County's Confidential Information that relates to that portion of the Agreement or Work terminated by County;
- 9.1.4. Contractor shall promptly tender payment to County, and shall continue to tender payment, for any credits to County levied pursuant to Paragraph 10.7 (Credits to County) of the base document, to the extent applicable; and
- 9.1.5. Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.
- 9.2. Transition Services. Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, Contractor shall fully cooperate with County in the transition by County to new Services, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the Services during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit or Paragraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services in accordance with a transition plan to be agreed upon, in advance, by County Project Director and Contractor Project Director. Contractor further agrees that in the event County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Paragraph 9.2 (Transition Services), Contractor shall provide to County Project Director, on request by County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.
- 9.3. Remedies Not Exclusive. The rights and remedies of County set forth in this Paragraph 9 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10. WARRANTY AGAINST CONTINGENT FEES.

- 10.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 10.2. For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11. AUTHORIZATION WARRANTY. Contractor hereby represents and warrants that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind

Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12. FURTHER WARRANTIES. Contractor represents, warrants and further covenants and agrees to the following:

12.1. Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth in the SOW.

12.2. All Tasks, subtasks, Deliverables, goods, services, and other Work shall be performed in a timely and professional manner by qualified personnel.

13. INDEMNIFICATION AND INSURANCE.

13.1. Indemnification. Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) in any way arising from, connected with, or related to Contractor's, any subcontractor's, or Contractor's or any subcontractor's agents', employees', officers', directors', shareholders' or subcontractors' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

13.2. Insurance. Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term, and shall require all of its subcontractors to maintain, the following programs of insurance covering its operations under the Agreement, as specified in this Paragraph 13. Such insurance shall be provided by insurer(s) satisfactory to County's risk manager, and shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Certificates or other evidence of coverage satisfactory to County's risk manager, and evidence of such programs satisfactory to County, shall be delivered to:

John McIntire
Associate CIO
County of Los Angeles
500 West Temple Street, Suite 493
Los Angeles, California 90012

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall:

- 13.2.1. specifically identify the Agreement;
 - 13.2.2. clearly evidence all coverages required in the Agreement;
 - 13.2.3. contain express conditions that County is to be given notice by registered mail (i) at least thirty (30) days prior to any termination of any program of insurance or within ten (10) days in the event of non-payment of premium by Contractor, and (ii) with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification to the types or limits of coverage as outlined in this Agreement in the event Contractor receives less than thirty (30) days advance notice of such modification;
 - 13.2.4. include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and
 - 13.2.5. identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.
- 13.3. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- 13.4. Insurance Coverage Requirements for Subcontractors. Without limiting Contractor's indemnification obligations under the Agreement in respect of subcontractors, Contractor shall ensure any and all subcontractors performing services under the Agreement meet the insurance requirements of the Agreement either by:
- 13.4.1. Contractor providing evidence of insurance covering the activities of subcontractors, or

- 13.4.2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.
- 13.5. Liability Insurance. Such insurance shall consist of:
- 13.5.1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent), with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence. If written with an annual aggregate limit, the above insurance policy limit shall be five (5) times the above required occurrence limit. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement.
- 13.5.2. Intellectual Property insurance covering any actual or alleged infringement of any copyright, patent or other rights of third party, and any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least one million dollars (\$1,000,000) per occurrence. If this insurance is written on a claims made form, Contractor shall either (i) maintain such insurance through the period ending two (2) years following the expiration or termination of this Agreement or (ii) obtain an endorsement on such insurance that provides an extended reporting period of not less than two (2) years following the termination or expiration of this Agreement or insurance policy, whichever is longer or (iii) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.
- 13.5.3. Comprehensive Auto Liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for all owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars (\$1,000,000) per accident. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement.
- 13.6. Workers' Compensation. Workers' Compensation insurance in an amount and form required by the California Labor Code, or the labor code of any other applicable state, covering all persons performing Work on behalf of Contractor and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars (\$1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000 for each employee.
- 13.7. Notification of Incidents, Claims or Suits. Contractor shall report to County:
- 13.7.1. any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a

claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.7.2. any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

13.7.3. any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.7.4. any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

14. **NOTICE OF DELAY.** In the event Contractor determines at any time that failure, delay or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within five (5) days following such determination), notify County Project Director in writing, which notice shall specify in reasonable detail: (a) any alleged failure, delay or inadequacy of performance by County and (b) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred (a "Notice of Delay"). Such Notice of Delay, if timely filed, shall be treated as a request by Contractor for a Change Order, or an amendment to the Agreement, as applicable pursuant to Paragraph 6 (Change Notices and Amendments) of the base document. In the event Contractor fails to notify County in writing of any alleged failure, delay or inadequacy of performance of any of County's obligations in a timely manner as set forth in this Paragraph 14 (Notice of Delay), Contractor shall not be entitled to rely upon such alleged failure, delay or inadequacy of performance for any purpose whatsoever, including as a purported justification for either: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph 14 (Notice of Delay) shall not be interpreted or construed as expanding in any manner the financial obligations of County under the Agreement.

15. **FORCE MAJEURE.** Except with respect to defaults of any subcontractor(s), Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be

totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 15 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

16. CONTRACTOR RESPONSIBILITY AND DEBARMENT.

- 16.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.
- 16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.
- 16.3 County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.
- 16.4 If there is evidence that Contractor may be subject to debarment, the CIO will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of

time of the debarment. The Contractor and the CIO shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 16.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 16.7 If Contractor has been debarred for a period longer than five years, Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

- 16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 16.9 These terms shall also apply to subcontractors of County contractors, including Contractor.

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor's activities hereunder shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following

notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

18. **FAIR LABOR STANDARDS.** Contractor shall comply with all applicable provisions of the federal fair labor standards act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the federal fair labor standards act for Work performed by Contractor's employees.

19. **NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES.** Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations.

19.1. Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

19.2. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

19.3. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

19.4. Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable federal and state laws and regulations, including:

19.4.1. Title VII, Civil Rights act of 1964;

19.4.2. Section 504, Rehabilitation Act of 1973;

19.4.3. Age Discrimination Act of 1975;

19.4.4. Title IX, Education Amendments of 1973, as applicable; and

19.4.5. Title 43, part 17, code of federal regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be

denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

19.5. Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 19 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 19 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated state or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2 (Dispute Resolution Procedure).

19.6. The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

20. EMPLOYMENT ELIGIBILITY VERIFICATION.

20.1. Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.

20.2. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnites pursuant to Paragraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

21. **HIRING OF EMPLOYEES.** Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or persuade any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party.

Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (1) County has the right to terminate the Agreement pursuant to Paragraph 4 (Termination for Insolvency) of this Exhibit, (2) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5 (Termination for Default) of this Exhibit, (3) without resolution acceptable to both parties, Contractor and County have followed the dispute resolution procedure set forth in Paragraph 2 (Dispute Resolution Procedure) of this Exhibit, or (4) Contractor otherwise no longer provides the Services.

22. **CONFLICT OF INTEREST.**

22.1. No County employee whose position with County enables such employee to influence the award of the Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

22.2. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

23. **RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.**

23.1. Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

23.2. Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

24. **RESTRICTIONS ON LOBBYING.** Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with County lobbyist ordinance, Los Angeles County Code chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.
25. **CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT.** Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (GAIN) or general relief opportunity for work (GROW) programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer gain participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.
26. **NONDISCRIMINATION IN SERVICES.** Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of federal and state law. For the purpose of this Paragraph 26 (Nondiscrimination in Services), discrimination in the provision of services may include the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.
27. **STAFF PERFORMANCE WHILE UNDER THE INFLUENCE.** Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair his/her physical or mental performance.
28. **CONTRACTOR PERFORMANCE DURING CIVIL UNREST.** Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services

remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

29. **CONTRACTOR CERTIFICATION OF PRINCIPAL OWNER INFORMATION.** Within thirty (30) days of any renewal or term extension amendment to the Agreement of at least one year, Contractor shall submit to County's Child Support Services Department (the "CSSD") a completed Principal Owner Information form (the "POI form"), incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the Los Angeles County Code, that:

- 29.1. The POI form has been appropriately completed and provided to the CSSD with respect to Contractor's principal owners;
- 29.2. Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- 29.3. Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

30. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.**

- 30.1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 30.2. As required by County's child support compliance program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).
- 30.3. Such certification shall be submitted on the Child Support Compliance Program Certification ("CSCP certification"), also incorporated herein by reference. Failure of Contractor to submit the CSCP certification (which includes certification that the POI form has been submitted to the County's CSSD) to the CSSD shall represent a material breach of the Agreement upon which County may immediately suspend or terminate the Agreement.
- 30.4. Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 30 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under the Agreement.

Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure to cure such default within ninety (90) days of notice by the CSSD shall be grounds upon which County may suspend or terminate the Agreement pursuant to Paragraph 5 (Termination for Default) of this Exhibit.

31. **RECYCLED-CONTENT PAPER.** Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

32. **COMPLIANCE WITH JURY SERVICE PROGRAM.**

- 32.1. Jury Service Program. This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

32.2. Written Employee Jury Service Policy.

- 32.2.1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

- 32.2.2. For purposes of this Paragraph 32 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 32 (Compliance with Jury Service Program). The provisions of this Paragraph 32 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

32.2.3. If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

32.2.4. Contractor's violation of this Paragraph 32 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT.** Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractor's to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

34. **ACCESS TO COUNTY FACILITIES.** Contractor, its employees and agents will be granted access to County facilities, subject to Contractor's prior notification to County Project Director, for the purpose of executing Contractor's obligations hereunder. Unless otherwise determined necessary by County Project Director, access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Director, unless exigent circumstances preclude waiting for written approval. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Director.

35. **COUNTY FACILITY OFFICE SPACE.** In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

36. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.

36.1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

36.2. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

37. PHYSICAL ALTERATIONS. Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the CIO and County's Director of Internal Services Department, in their discretion.

38. FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit G to the Agreement).

39. ASSIGNMENT BY CONTRACTOR.

39.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 39, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

39.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

39.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's

express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

40. INDEPENDENT CONTRACTOR STATUS.

- 40.1. The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.
- 40.2. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor, including any subcontractor personnel engaged directly or indirectly by Contractor in connection with Contractor's performance under the Agreement.
- 40.3. Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of Workers' Compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 40.4. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit E to the Agreement) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to County Project Director.

41. RECORDS AND AUDITS.

- 41.1. Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be

requested by County to review information received pursuant to an audit or examination under this Paragraph 41 (Records and Audits), Contractor may require the non-County examiner/auditor to execute a nondisclosure agreement prior to any disclosure. The nondisclosure agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 41.2. If an audit is conducted of Contractor specifically regarding the Agreement by any federal or state auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 41.3. If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to County Project Director and Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to

Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

42. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES.** Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. Upon request by County, a copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided to County in duplicate.
43. **NO THIRD PARTY BENEFICIARIES.** Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 43 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.
44. **MOST FAVORED PUBLIC ENTITY.** If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods or services under similar quantity and delivery conditions to the state of California or any county, municipality, public agency or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.
45. **COUNTY'S QUALITY ASSURANCE PLAN.** County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.
46. **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST.** Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (i) third parties who have subcontracted with Contractor to perform the services; or (ii) Contractor's current employees.

47. **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT.** Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
48. **SAFELY SURRENDERED BABY LAW.** Contractor shall notify and provide to its employees residing in or working in the state of California, and shall require each subcontractor performing work under this Agreement to notify and provide to its employees residing in or working in the state of California, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet (Exhibit I to the Agreement) is available on the Internet at www.babysafela.org for printing purposes.
49. **BUDGET REDUCTIONS.** In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under this Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions, and without limiting any of County's rights as set forth in this Agreement, including County's right of termination for convenience pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit, County and Contractor shall negotiate a mutually agreed upon reduction in Work remaining to be performed by Contractor pursuant to the SOW that corresponds with the reduction in County's payment obligation. Contractor shall otherwise continue to perform all of its obligations set forth in this Agreement.
50. **WAIVER.** No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
51. **GOVERNING LAW, JURISDICTION, AND VENUE.** The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to Agreements made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

52. **SEVERABILITY.** If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.
53. **RIGHTS AND REMEDIES.** The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.
54. **FACSIMILE.** Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.
55. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

EXHIBIT B

STATEMENT OF WORK

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Attachment 1A – Cost Worksheet Summary

Attachment 1B – Cost Worksheet Detail

Attachment 2 – Acceptance Criteria

1.0 SCOPE OF WORK

1.1 Background

All imagery products will be provided from VARGIS LLC (VENDOR 1) except the oblique imagery product which will be provided from Pictometry International, Ltd. (VENDOR 2). Maps of areas referenced below can be found in *Appendix C, Technical Exhibits 1, 2 and 3*.

1.2 Imagery and Data Products Requiring QA/QC and Distribution

1.2.1 Ortho Imagery 4" Resolution- Areas 1 and 3 (Including near infrared imagery)

True color digital ortho imagery with 4" resolution and Digital Terrain Datasets are being produced for approximately 3,000 square miles of urban areas within Los Angeles County; produced from 20 aerial triangulation (AT) blocks, the ortho imagery (as well as bare-earth DTMs and contours) will be gridded into approximately 12,000 tiles, each covering an area of 2640 ft x 2640 ft. Also near infra red imagery with 4" resolution will be produced from original aerial imagery acquired by DMC sensor.

1.2.2 Ortho Imagery 1' Resolution – Area 2 (Including near infrared imagery)

True color digital ortho imagery with 1' resolution are being produced for approximately 1,100 square miles of Los Angeles County's national forest areas; produced from 2 AT blocks, the ortho imagery will be gridded into approximately 1,100 tiles, each covering an area of 5280 ft x 5280 ft. Also near infra red imagery with 1' resolution will be produced from original aerial imagery acquired by DMC sensor.

The ortho images will be GeoTIFF with World file (.tfw) format, NAD 1983 horizontal datum, California State Plane Zone 5, with units in U.S. Survey Feet.

1.2.3 Digital Terrain Datasets – Areas 1 and 3 (DSM, DTM and DEM)

The DTMs for approximately 3,000 sq. miles of urban area will consist of LiDAR mass points as well as photogrammetrically-compiled breaklines needed to support three applications: (1) orthorectification of digital orthophotos, (2) generation of 2' contours, and (3) hydrologic and hydraulic modeling of floodplains for revised Flood Insurance Rate Maps (FIRMs). All elevation data will be NAVD88 orthometric heights in U.S. Survey Feet. This area will also include Santa Catalina Island.

1.2.4 Digital Terrain Datasets – Area 2 (DSM, DTM and DEM)

The DTMs for approximately 1,100 sq. miles of National Forest area will be developed by using automatic stereo compilation (from ortho imagery) needed to support two applications: (1) generation of 4' contours, and (3) hydrologic and hydraulic modeling of floodplains for revised Flood Insurance Rate Maps (FIRMs). All elevation data will be NAVD88 orthometric heights in U.S. Survey Feet.

1.2.5 Oblique Aerial Digital Imagery – All Areas (OADI)

Oblique aerial digital imagery (OADI) will conform to VENDOR 2 standard formats. Proprietary image trailer tacked onto industry standard image format (JFIF/JPG). May be exported to a number of formats. County DTM with 1.7m spacing will be included in image trailer (5m spacing will be used in National Forest areas).

1.3 Major Delivery Parameters

The Contractor shall provide quality assurance, quality control and distribution using the criteria provided in *Attachment 2, Acceptance Criteria*, for the following data products.

- 4" and 1' resolution ortho imagery
- Digital Terrain Datasets (DSM, DTM and DEM) – from LiDAR
- 2' and 4' Elevation Contours (2' derived from DTM, 4' derived from stereo compilation)

- Oblique Aerial Digital Imagery (Community shots – 4,175 sq. miles, Neighborhood shots – 3,000+ sq. miles)

Project Timeline

Description	Anticipated Date
Kickoff Meeting	02/01/2006
Progress Meeting	04/30/2006
Final Meeting	10/15/2006

Product Information and Timeline

Description	Total Number of Tiles	File Size per Tile
4" digital orthophotos	12,000	192MB
1' digital orthophotos	1,100	84MB
DTMs –Urban areas (DSM,DTM,DEM)	12,000	81MB
DTM- National Forest	1,100	320MB
Contours 2' Urban Area	12,000	4MB
Contours 4' National Forest	1,100	10MB
Oblique Aerial Digital Imagery (OADI)	200,000 Images	6MB

Contractor shall directly receive all data pertaining to AT blocks, digital orthophotos, digital terrain datasets and contours from VENDOR 1 and oblique aerial digital imagery from VENDOR 2 on DVDs, external hard drives (USB2), or snap server appliance.

1.4 Major Tasks (referenced to cost item numbers, Column F, in Attachment 1A, Cost Worksheet Summary)

1.4.1 Task 1 - QA/QC Project Management

QA/QC project management required to fully support all tasks and schedules included in this statement of work.

1.4.1.1 Internal Quality Assurance Planning

Present a detailed Quality Plan within 2 weeks, to include proposed acceptance/rejection criteria for all products to be reviewed. The Quality Plan shall include specific tasks, timeframes and the staff responsible for performing each task, and it is intended to be continuously reviewed, revised and improved throughout the project. The most current version of the Quality Plan document, along with QA/QC status documents, shall be electronically available to the COUNTY at all times. During the selection process, the respondent may be asked to provide an example of one of its actual Quality Plans used for prior contracts comparable to that for COUNTY. Cost item #1 (*Attachment 1A, Cost Worksheet Summary*) includes the costs for Task 1, subtasks 1.4.1.1 through 1.4.1.3. The Quality Plan shall include procedures for communications specified in subtask 1.4.1.2, and timeliness of reviews specified in subtask 1.4.1.3.

1.4.1.2 Status Reports

The Contractor shall provide a weekly written status report of activities and problems, anticipated issues, and statistical data regarding the types of deficiencies identified. Systematic problems with accuracy, aesthetics or timeliness shall be reported to the COUNTY within 24 hours. Suggestions for process improvements will be welcomed and will be carefully considered.

1.4.1.3 Schedule

The Contractor shall maintain the schedule identified in Section 1.3 and provide a two (2) week turn-around on each delivery lot (size of each lot will be determined by mutual agreement). COUNTY shall have the right to exercise a penalty for each late delivery lot. The Contractor shall have the capacity to review and process the deliveries and steps proposed to expedite final delivery of products.

1.4.1.2.1 QA/QC Kick-off Meeting

The Contractor shall convene a "Kick-off Meeting" with COUNTY, VENDOR 1 and VENDOR 2 so as to review the Quality Plan, acceptance/rejection criteria, and communication plans. This is necessary to ensure that all are in agreement as to the acceptance criteria, QA/QC procedures to be used, and means for communications among all participants. Cost item #2 (*Attachment 1A, Cost Worksheet Summary*) includes the costs for Task 1, assuming there will be three (3) mandatory meetings in Los Angeles, i.e., the kick-off meeting, one progress meeting, and a final meeting.

1.4.1.2.2 Process Tracking

Contractor shall monitor progress of VENDOR 1 & 2 and identify via the status reporting process any problems that may affect the overall project. Contractor shall track and graphically displayed on a MapServer web site that color-codes geographic areas depicting tiles received for QA/QC, tiles accepted and rejected (including reasons for rejections), and corrected tiles delivered to COUNTY and LAR-IAC Participants, Cost item #3 (*Attachment 1A, Cost Worksheet Summary*) includes the costs for Task 1, to include the cost for development and maintenance of a Map Server web site for tracking the status of deliverables from VENDORS 1 & 2.

1.4.2 Task 2 - Review of Aerial Triangulation (AT)

Contractor shall apply the following criteria for AT: For 1' AT blocks (1" = 200'), $RMSE_x$ and $RMSE_y$ values are acceptable up to 0.6-ft, and $RMSE_r$ is acceptable up to 0.84-ft at ground scale. For 4" blocks (1" = 100'), $RMSE_x$ and $RMSE_y$ values are acceptable up to 0.3-ft, and $RMSE_r$ is acceptable up to 0.44-ft at ground scale. For image coordinates, the $RMSE_x$ and $RMSE_y$ of control and tie points in the final block adjustment shall be in the order of 10 microns.

For both scales, $RMSE_z$ values are acceptable up to 1/10,000 of the flying height at ground scale. The Contractor shall review AT blocks, including review of ground control used for each AT block. Assume there will be 20 AT blocks for the 4" GSD imagery, and 2 AT blocks for the 1' GSD imagery. The purpose of the AT reviews is to determine if VENDOR 1's AT results are adequate to support the production of digital orthophotos to ASPRS Class 1 standards at the planned image resolutions and scales. Cost item #4 (*Attachment 1A, Cost Worksheet Summary*) includes the costs for Task 2, to include the costs for review and reporting on 22 AT reports including survey control used by VENDOR 1 for the AT solutions.

1.4.3 Task 3 - Digital Orthophoto Horizontal Accuracy Testing and Reporting

The Contractor shall report the horizontal accuracy of the digital orthophotos consistent with the National Standard for Spatial Data Accuracy (NSSDA). Assume the 4" GSD imagery must have horizontal accuracy less than or equal to ± 1 ft. (Class 1 of ASPRS) at the 95% confidence level, and the 1' GSD imagery must have horizontal accuracy less than or equal to ± 2 ft. (Class 2 of ASPRS) at the 95% confidence level. Individual horizontal testing reports will be prepared for each production block of imagery produced by the AT blocks identified in Task 2, above. The following must be included in the proposed process:

1.4.3.1 Use of COUNTY Control Points

The Contractor shall incorporate control points provided by COUNTY and cooperating LAR-IAC Participants. If additional horizontal or vertical control points are required, they will be surveyed by the Contractor in accordance with Task 16 below, for which unit costs are provided with cost items 32 and 33 (*Attachment 1A, Cost Worksheet Summary*).

1.4.3.2 Measurement of Coordinates on Imagery

The Contractor shall measure the State Plane Eastings and Northings (x- and y-coordinates) of all checkpoints used for horizontal accuracy determinations.

1.4.3.3 Computation of $RMSE_x$, $RMSE_y$, $RMSE_r$, and Accuracy_r

The Contractor shall compute the accuracy statistics required by the NSSDA.

1.4.3.4 Treatment of "Outliers"

The Contractor shall handle the treatment of "outliers", where errors appear to be larger than expected using best practice/professional manner

1.4.3.5 Horizontal Accuracy Assessment Reports

The Contractor shall provide one Horizontal Accuracy Assessment Report for imagery in each of the 22 AT blocks, produced in accordance with NSSDA requirements and signed/sealed by an ASPRS Certified Photogrammetrist.

Cost items #5 and #9 (*Attachment 1A, Cost Worksheet Summary*) include the costs for Task 3, subtasks 1.4.3.1 through 1.4.3.5, in the two production areas with different tile sizes and image resolutions.

1.4.4 Task 4 - Review of Digital Orthophotos for Aesthetics

Contractor shall perform an aesthetic review of all tiles, or with the consent of COUNTY, a subset thereof, to identify color and tone imbalance as well as radiometry, artifacts, smears, warping, distortions, seam lines, mosaicking, and processing errors using commonly accepted professional standards. Cost items #6 and #10 (*Attachment 1A, Cost Worksheet Summary*) includes the costs for Task 4 in the two production areas with different tile sizes and image resolutions. Column C includes unit costs per tile if only some of the tiles are reviewed; column D includes the total costs if all tiles are reviewed.

To minimize costs, the 4" and 1' CIR imagery will not be examined in detail (for example, for spatial accuracy) but will only be spot checked for aesthetics, based on unit costs per tile in cost items #6 and #10 (*Attachment 1A, Cost Worksheet Summary*).

1.4.5 Task 5 - Review of Digital Orthophotos for Completeness and Correctness

The Contractor shall review each of the deliverables for proper geographic coverage, file naming convention, gaps and overlap, and to ensure that tiles previously rejected, as part of the aesthetic review, have been corrected by VENDOR 1. Each file shall have a corresponding world file.

1.4.5.1 Individual Tiles

The Contractor shall have a system to check all tiles in a production block to ensure the delivery is complete and correct. No gaps are allowed between tiles. No overlaps are allowed between tiles. Tiles shall be named by a concatenation of the X,Y coordinates of the lower left corner of the tile. Each tile shall be checked to see that it is named properly, and the name properly reflects its correct geographic location in the COUNTY. All 4" pixel tiles shall be full tiles with similar file size for TIFF format. Similarly, all 1' pixel tiles shall be full tiles with identical file size for TIFF format. All aesthetic *edit calls*, previously identified, shall be corrected by VENDOR 1.

1.4.5.2 Metadata

Contractor shall verify that the metadata files are complete and correct. VENDOR 1 will provide FGDC compliant metadata for each set of deliverables.

1.4.5.3 Coordinates and Projection

The Contractor shall confirm that all ortho images will be referenced to NAD83, California State Plane Coordinate System, Zone 5, with units in U.S. Survey Feet.

1.4.5.4 Delivery Format.

The Contractor shall verify final delivery format. All 4" and 1' tiles will be delivered to the COUNTY or designated LAR-IAC Participants, in GeoTIFF format with world files.

Cost items #7 and #11 (*Attachment 1A, Cost Worksheet Summary*) includes the costs for Task 5, subtasks 1.4.5.1 to 1.4.5.5, in the two production areas with different tile sizes and image resolutions. Column C includes unit costs per block if only some of the blocks are reviewed; column D includes the total costs if all blocks are reviewed.

1.4.6 Task 6 - Generation of Orthophoto Base Products

The Contractor shall be responsible for generation of final orthophoto base products on hard drives and/or DVDs delivered to COUNTY and LAR-IAC Participants identified by the Los Angeles Region Imagery Acquisition Consortium (LAR-IAC). The Contractor shall create individualized datasets on DVDs, with buffers, for spatially-limited participants (cities and other smaller jurisdictions that are LAR-IAC Participants) that require only a portion of the full delivery dataset. Two copies of full countywide datasets will be provided on external hard drives (USB2) or snap server appliance. The COUNTY will provide a list of approximately 26 LAR-IAC Participants, and estimates of areas and file sizes for each dataset, for use in estimating the numbers of DVDs required for each spatially-limited dataset.

Cost items #8 and #12 (*Attachment 1A, Cost Worksheet Summary*) includes the costs for Task 6 in the two production areas with different tile sizes and image resolutions. Column D includes the total costs for production of all DVDs for 26 individualized datasets for spatially-limited participants and external hard drives (USB2) or

snap server appliance for two (2) full deliveries of countywide datasets.

1.4.7 Task 7 - DTM Vertical Accuracy Testing and Reporting

The Digital Terrain Datasets are required to have a vertical RMSE ($RMSE_z$) of 18.5-cm, and NSSDA vertical accuracy of 36.3-cm at the 95% confidence level ($Accuracy_z$). The Contractor shall do a quantitative assessment of the DTM for vertical accuracy by two different sets of guidelines described below. The final DTM will consist of LiDAR last-return data, post-processed to generate a bare-earth surface, then supplemented with breaklines from stereo photogrammetry as required to support three applications: (1) orthorectification of digital orthophotos, (2) generation of 2' elevation contours, and (3) hydrologic and hydraulic modeling of floodplains for revised Flood Insurance Rate Maps (FIRMs). The Contractor shall evaluate the DTMs consistent with two different guidelines: (a) FEMA's "Guidelines and Specifications for Flood Hazard Mapping Partners," Appendix A, *Aerial Mapping and Surveying*, (April, 2003) and (b) "ASPRS Guidelines for Vertical Accuracy Reporting for Lidar Data" (May, 2004). The FEMA guidelines are consistent with current NSSDA procedures that assume all DTM errors follow a normal error distribution, whereas the ASPRS guidelines, originally developed by the National Digital Elevation Program (NDEP) which has submitted changes to the NSSDA, assume LiDAR-derived DTMs have errors that do not follow a normal error distribution, primarily because of non-random processes for removal of buildings and vegetation from LiDAR last-returns. Both of these guidelines require separate accuracy reporting by major land cover categories that typically yield different accuracy statistics. Both vertical accuracy testing and reporting processes will be based on the following land cover categories: (1) Open terrain, e.g., grass, dirt, sand, rock; (2) Tall weeds and crops; (3) Scrub and bushes; (4) Forested; and (5) Built-up areas.

Cost items #13 and #17 (*Attachment 1A, Cost Worksheet Summary*) includes the costs for Task 7 in the two production areas with different tile sizes and different vertical accuracy criteria to be satisfied. Column C includes the costs per AT/DTM block tested and reported, and Column D includes the total costs assuming all blocks receive such vertical accuracy testing and reporting.

1.4.8 Task 8 - Qualitative Review of DTMs

The DTM consists of mass points and breaklines. The Contractor shall assess the DTM to determine: (a) adequacy of LiDAR point density; (b) overall cleanliness of DTM, to include absence of major uncleaned artifacts, spikes, voids, or visible systematic errors that would impact the accuracy of contours; (c) adequacy of breaklines so that bridges, roads and culverts are not visually distorted at full scale of orthophotos; (d) adequacy of breaklines for dual-line streams over 10' wide with visible shorelines; and (e) leveling of shorelines for lakes and reservoirs. Cost items #14 and #18 (*Attachment 1A, Cost Worksheet Summary*) includes the costs for Task 8 in the two production areas with different tile sizes and different qualitative criteria. Column C includes the costs per AT/DTM block reviewed, and Column D includes the total costs for all blocks receive such qualitative reviews.

1.4.9 Task 9 - Review of DTMs for Completeness and Correctness

The Contractor shall review each of the deliverables for correct geographic coverage, file naming convention, gaps and overlap, and to ensure that DTM tiles previously rejected, as part of the qualitative review, have been corrected by VENDOR 1.

1.4.9.1 Individual Tiles

The Contractor shall check all DTM tiles in a production block to ensure the delivery is complete and correct. No gaps are allowed between tiles. No overlaps are allowed between tiles. Tiles shall be named by a concatenation of

the X,Y coordinates of the lower left corner of the tile. Each tile shall be checked to see that it is named properly, and the name properly reflects its correct geographic location in the COUNTY. All DTM qualitative *edit calls*, previously identified, shall be corrected by VENDOR 1.

1.4.9.2 Metadata

QA/QC vender will verify that the DTM metadata files are complete and correct. VENDOR 1 will provide FGDC compliant metadata for each set of deliverables.

1.4.9.3 Coordinates and Projection

The Contractor shall confirm that all DTM files have horizontal coordinates referenced to NAD83, California State Plane Coordinate System, Zone 5, with units in U.S. Survey Feet, and all vertical coordinates referenced to NAVD88, with units in U.S. Survey Feet.

1.4.9.4 Delivery Format.

The Contractor shall verify and deliver DTMs to the COUNTY and LAR-IAC Participants in the following formats.

- DSM – ASCII and ArcGIS point shapefile formats with elevation attribute.
- DTM – ASCII and ArcGIS point shapefile formats with elevation attribute. AutoCAD line .dwg and ArcGIS line shapefile for breaklines.
- DEM – ArcGIS raster format and AutoCAD point .dwg file format.

Cost items #15 and #19 (*Attachment 1A, Cost Worksheet Summary*) includes the costs for Task 9, subtasks 1.4.9.1 through 1.4.9.4, in the two production areas with different tile sizes and accuracy criteria. Column C includes unit costs per block if only some of the blocks are reviewed; column D includes the total costs if all DTM blocks are reviewed for completeness and correctness.

1.4.10 Task 10 - Generation of DTM Products

The Contractor shall generate final DTM products on hard drives and/or DVDs for delivery to COUNTY and designated agencies. The Contractor shall create individualized datasets on DVDs, with buffers, for spatially-limited participants (cities and other smaller jurisdictions that are LAR-IAC Participants) that require only a portion of the full delivery dataset. Two (2) copies of full countywide datasets will be provided on external hard drives (USB2) or snap server appliance. The COUNTY shall provide a list of LAR-IAC Participants, and estimates of areas and file sizes for each dataset, for use in estimating the numbers of DVDs required for each spatially-limited dataset.

Cost items #16 and #20 (*Attachment 1A, Cost Worksheet Summary*) includes the costs for Task 10 in the two production areas with different tile sizes and vertical accuracy criteria. Column D includes the total costs for production of all DVDs for individualized datasets and external hard drives (USB2) or snap server appliance for two (2) full countywide datasets.

1.4.11 Task 11 - Qualitative Review of Elevation Contours

The Contractor shall assess adherence to design parameters such as feature class name, feature class type, feature class precision, valid field definitions and values, file format, projection/cluster tolerance, elevation attributes, contour edge-matching, attribute edge-matching, annotation, and contour elevation consistency. The Contractor shall verify adherence to contour line, data quality, and consistency checks. The Contractor shall verify contours for labels, coding, correspondence to hydrography, aesthetics, crossing contours, isolated contours, hidden contours, and obscured contours. Cost items #21 and #24 (*Attachment 1A, Cost Worksheet Summary*) includes the costs for Task 11 in the two production areas with different tile sizes and different qualitative

criteria to be satisfied. Column C includes the costs per contour production block reviewed, and Column D includes the total costs assuming all contour blocks receive such qualitative reviews.

1.4.12 Task 12 - Review of Contours for Completeness and Correctness

The Contractor shall review each of the deliverables for proper geographic coverage, file naming convention, gaps and overlap, and to ensure that contour tiles previously rejected, as part of the qualitative review, have been corrected by VENDOR 1.

1.4.12.1 Individual Tiles

The Contractor shall verify all contour tiles in a production block to ensure the delivery is complete and correct. No gaps are allowed between tiles. No overlaps are allowed between tiles. Contour lines will correctly join at tile edges. Tiles shall be named by a concatenation of the X,Y coordinates of the lower left corner of the tile. Each tile shall be checked to see that it is named properly, and the name properly reflects its correct geographic location in the COUNTY. All contour qualitative *edit calls*, previously identified, shall be corrected by VENDOR 1.

1.4.12.2 Metadata

Contractor shall verify that the contour metadata files are complete and correct. VENDOR 1 will provide FGDC compliant metadata for each set of deliverables.

1.4.12.3 Coordinates and Projection

The Contractor shall verify that all contour files have horizontal coordinates referenced to NAD83, California State Plane Coordinate System, Zone 5, with units in U.S. Survey Feet, and all vertical coordinates referenced to NAVD88, with units in U.S. Survey Feet.

1.4.12.4 Delivery Format.

The Contractor shall verify and provide final delivery format. All contours will be delivered to the COUNTY or LAR-IAC Participants, in ArcGIS and AutoCAD format.

Cost items #22 and #25 (*Attachment 1A, Cost Worksheet Summary*) includes the costs for Task 12, subtasks 1.4.12.1 through 1.4.12.4, in the two production areas with different tile sizes and accuracy criteria. Column C includes unit costs per block if only some of the blocks are reviewed; column D includes the total costs if all contour blocks are reviewed for completeness and correctness.

1.4.13 Task 13 - Generation of Contour Products

The Contractor shall generate final contour products on hard drives and/or DVDs delivered to COUNTY and identified agencies. The Contractor shall create individualized datasets on DVDs, with buffers, for spatially-limited participants (cities and other smaller jurisdictions that are LAR-IAC Participants) that require only a portion of the full delivery dataset. Two (2) copies of full countywide datasets will be provided on external hard drive (USB2) or snap server appliance. The COUNTY shall provide a list of LAR-IAC Participants, and estimates of areas and file sizes for each dataset, for use in estimating the numbers of DVDs required for each spatially-limited dataset.

Cost items #23 and #26 (*Attachment 1A, Cost Worksheet Summary*) includes the costs for Task 13 in the two production areas with different tile sizes and vertical accuracy criteria. Column D includes the total costs for production of all DVDs for individualized datasets and external hard drives (USB2) or snap server appliance for two (2) full countywide datasets.

1.4.14 Task 14 - Review of Oblique Aerial Digital Imagery (OADI)

The Contractor shall verify:

1.4.14.1 Number of Images Per Sector

Number of images per sector based on a pre-approved random sample in all parts of the COUNTY)

1.4.14.2 Images by Shot Type

Images by shot type (community and neighborhood) using map or maps that show the image trapezoids by shot type (at least at a scale of 1" = 2 miles) to identify missing areas.

1.4.12.3 Images by Shot Direction

Images by shot direction (north, south, east and west) using four maps that show the image trapezoids by shot direction (at least at a scale of 1" = 2 miles). Cost item #27 (*Attachment 1A, Cost Worksheet Summary*), OADI image coverage, includes costs for subtasks 1.4.12.1 through 1.4.12.3. This will help reveal missing areas.

1.4.12.4 Radiometry

Identify radiometry problems (images too dark, cloudy, don't meet resolution requirements). Cost item #28 (*Attachment 1A, Cost Worksheet Summary*) includes costs for subtask 1.4.12.4 for a sampling of OADI images.

1.4.12.5 Accuracy of Ground Locations

Verify accuracy of ground locations from oblique imagery versus ortho imagery and GIS vector data. Cost item #29 (*Attachment 1A, Cost Worksheet Summary*) includes costs for subtask 1.4.12.5 for a sampling of OADI images.

1.4.12.6 Verify Elevation Data

Verify elevation data from oblique imagery versus Digital Terrain Datasets. Cost item #30 (*Attachment 1A, Cost Worksheet Summary*) includes costs for subtask 1.4.12.6 for a sampling of OADI images.

VENDOR 2 will provide software for productions of subroutines for the creation of "sub-warehouses" for delivery of OADI datasets to individual, spatially-limited participants (cities and other smaller jurisdictions that are LAR-IAC Participants). VENDOR 2 will also provide EFS software and licensing for QA/QC operations.

1.4.15 Task 15 - Delivery of Products to COUNTY and Identified Agencies

The Contractor shall be responsible for the physical delivery of QA/QC accepted products from VENDOR 1 (digital orthophotos, DTMs and contours) to the COUNTY as well as LAR-IAC Participants. The "delivery" process shall include 1-day on-site support of diverse organizations and jurisdictions within COUNTY for installation of digital datasets and training of users who have standard GIS software.

"Full delivery" is all data products for the entire COUNTY (the entire "dataset" for the project).

The following entities require "full delivery":

COUNTY Assessor	COUNTY Public Works
COUNTY CAO	COUNTY Regional Planning
COUNTY Fire	COUNTY Register Recorder / COUNTY Clerk
COUNTY Health Department	Caltrans
City of Los Angeles	LA Clearinghouse

All other entities will receive data based on a 1 or 2 mile buffer (that is based on their jurisdiction) and appropriate grid system. These are called "spatially limited participants". A shapefile for the delivery area for each LAR-IAC Participant will be provided. The average size of the imagery product deliverables for an individual city is about 30 GB.

1.4.16 Task 16 – Survey of New QA/QC Checkpoints

The Contractor may be required to survey new horizontal QA/QC checkpoints consistent with NSSDA requirements to have checkpoints at least three times more accurate than required for the product(s) being tested. The Contractor may also be required to survey vertical QA/QC checkpoints consistent with FEMA Appendix A requirements. Cost item #32 (*Attachment 1A, Cost Worksheet Summary*) includes costs for

individual horizontal QA/QC checkpoints, and cost item #33 (*Attachment 1A, Cost Worksheet Summary*) includes costs for individual vertical QA/QC checkpoints. All QA/QC checkpoints require survey documentation as well as digital images of the GPS tripod/antenna centered over the checkpoint at ground level, so as to be able to clearly identify the photo-identifiable features used for horizontal accuracy testing, and so as to be able to validate the land cover category for which vertical checkpoint statistics are applied.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

Not Applicable (section not removed for numbering purposes)

3.0 QUALITY CONTROL

The Contractor shall establish and utilize an internal comprehensive Quality Plan to assure the COUNTY will receive a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the COUNTY Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Quality audit method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the COUNTY upon request.
- 3.3 Proposers are advised that all finished products and final deliverables will be subject to random QA/QC, which will be done by COUNTY staff. For this purpose, COUNTY and cooperating LAR-IAC Participants will prepare a set of "hidden" control points which will be used for additional random QA/QC to assure that all received imagery products are in compliance with specified technical specifications and standards.

4.0 QUALITY PLAN

The COUNTY will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in *Appendix A, Sample Agreement*.

4.1 Periodic Meetings

Contractor is required to attend three (3) scheduled meetings. Failure to attend will cause an assessment of five hundred dollars (\$500.00).

4.2 Contract Discrepancy Report (*Technical Exhibit 1*)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the Contractor.

The COUNTY Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the COUNTY Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY Contract Project Monitor within ten (10) workdays.

4.3 COUNTY Observations

In addition to departmental contracting staff, other COUNTY personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

Not Applicable (section not removed for numbering purposes)

6.0 RESPONSIBILITIES

The COUNTY's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The COUNTY will administer the Contract according to the terms and conditions of *Appendix A, Sample Agreement*. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Change Notices in accordance with *Appendix A, Sample Agreement*.

6.2 Furnished Items

The following items will be furnished by COUNTY to the Contractor.

- a. Imagery and vector datasets from VENDOR 1 and VENDOR 2. VENDOR 2 also will provide EFS software for oblique imagery.
- b. COUNTY data vector GIS data
 - i. county and city boundaries
 - ii. control points
 - iii. buffer areas for "spatially limited participants"
 - iv. parcel boundaries
 - v. areas with "high rise" buildings and structures
 - vi. boundaries for project areas (Area 1, Area 2 and Area 3)
- c. Acceptance Criteria approved by COUNTY and VENDOR 1 (*Attachment 2, Acceptance Criteria*)
- d. Technical Specifications for oblique imagery
- e. Project Plan and Technology Design for LAR-IAC, prepared by VENDOR 1.
- f. Snap server appliance (or equivalent) for data transfers.

CONTRACTOR

6.3 Project Manager

- 6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. COUNTY must have access to the Project Manager during the duration of the contract. Contractor shall provide a telephone number where the Project Manager may be reached during COUNTY working hours (Monday to Friday 7:00 am to 6:00 pm PST).
- 6.3.2 Project Manager shall act as a central point of contact with the COUNTY. Project Manager shall demonstrate previous experience in

the management of work requirements for facilities similar in size and complexity.

6.3.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of, the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

6.5 Uniforms/Identification Badges

Not Applicable (section not removed for numbering purposes)

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor (except for items furnished by COUNTY in section 6.2 above). Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.7 Training

Not Applicable (section not removed for numbering purposes)

6.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

The Contractor will work from its own work schedule; one that is called for to meet the necessary specifications for the project.

8.0 WORK SCHEDULES

Not Applicable (section not removed for numbering purposes)

9.0 UNSCHEDULED WORK

Not Applicable (section not removed for numbering purposes)

10.0 SPECIFIC WORK REQUIREMENTS

Not Applicable (section not removed for numbering purposes)

11.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary, that is fully consistent with the required tasks of the contract, is an important monitoring tool for the COUNTY. The progress of the contract will be monitored using "Process Tracking" as described in Section 1.4.1.

All listings of services used in the Performance Requirements Summary are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform with the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the Contractor's future invoice.

This section does not preclude the COUNTY's right to terminate the contract, with or without cause, as provided for in *Appendix A, Sample Agreement*.

EXHIBIT D

SUBCONTRACT AGREEMENT

BY AND BETWEEN

DEWBERRY, INC

AND

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 20____, by and between [Contractor], a [INSERT TYPE OF ENTITY] located at [INSERT ADDRESS] ("Contractor"), and _____, located at _____ ("Subcontractor").

WHEREAS, Contractor has entered into Los Angeles County Contract Number _____ (the "Prime Contract") with County of Los Angeles, State of California ("County") for the purpose of providing the County with quality assurance/quality control ("QA/QC") and distribution services for digital ortho imagery, digital terrain models and oblique aerial digital imagery (such services are collectively referred to hereinafter as the "Services") being produced for the County for the benefit of the Los Angeles Region Imagery Acquisition Consortium ("LAR-IAC") under the direction of County's Chief Information Officer ("CIO"); and

WHEREAS, in order to fulfill all of its obligations to County under the Prime Contract, Contractor desires to engage Subcontractor to perform Work in the area(s) of [DESCRIBE WORK TO BE SUBCONTRACTED]; and

WHEREAS, Subcontractor desires to perform such Work in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, Contractor and Subcontractor agree as follows:

1. **APPLICABLE DOCUMENTS:** Exhibits D.1, D.2, D.3 and D.4 are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents of any Task, subtask, Deliverable, service, or other Work, or otherwise, between the Prime Contract and the body of this Agreement and the Exhibits hereto, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Prime Contract, then to the body of this Agreement, and then to the Exhibits according to the following priority:
 - 1.1 Exhibit D.1 - Additional Terms and Conditions [OMITTED]
 - 1.2 Exhibit D.2 - Statement of Work [OMITTED]
 - 1.3 Exhibit D.3 - Jury Service Program
 - 1.4 Exhibit D.4 - Subcontractor Employee Acknowledgment, Confidentiality & Assignment Agreement
2. **DEFINITIONS:** Unless otherwise defined in this Agreement, all capitalized terms shall have the meanings as set forth in the Prime Contract.

- 2.1 "Agreement" shall have the meaning set forth in the Recitals.
- 2.2 "County" shall have the meaning set forth in the Recitals.
- 2.3 "Contractor" shall have the meaning set forth in the Recitals.
- 2.4 "Prime Contract" shall have the meaning set forth in the Recitals.
- 2.5 "Subcontractor" shall have the meaning set forth in the Recitals.
3. **PRIME CONTRACT:** Notwithstanding any other provision of this Agreement, this Agreement is a subcontract under the Prime Contract and Subcontractor and Contractor agree that each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon Subcontractor.
4. **WORK:** Subcontractor shall complete and deliver to Contractor all Tasks, Subtasks, Deliverables and other Work required hereunder in a timely manner and in accordance with the requirements and specifications set forth in the Exhibits attached hereto, including Exhibit D.2 (Statement of Work). Time is of the essence of Subcontractor's performance hereunder.
5. **PERSONNEL:**
 - 5.1 All Subcontractor personnel performing Work under this Agreement shall be subject to the right of Contractor and of County to require replacement of such personnel. If at any time during the term of this Agreement, Contractor or County requires the replacement of any Subcontractor personnel, then Subcontractor shall, promptly upon receipt of written or oral notice from Contractor or County, replace such personnel with substitute experienced, qualified, and, if appropriate, licensed or certified personnel or take such other action as requested by Contractor or County.
 - 5.2 If at any time during the term of this Agreement, any Subcontractor personnel ceases performance for any reason, including resignation or termination, then Subcontractor shall promptly replace such personnel with substitute experienced, qualified, and, if appropriate, licensed or certified personnel.
 - 5.3 Contractor and County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, and local taxes, or other compensation benefits, or taxes, for any personnel provided by or on behalf of Subcontractor.
 - 5.4 Subcontractor understands and agrees that all persons performing Work under this Agreement are not, for purposes of workers' compensation liability, employees of County or Contractor. Subcontractor shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any Work performed by or on behalf of Subcontractor pursuant to this Agreement.

- 5.5 Subcontractor shall obtain an executed Subcontractor Employee Acknowledgment, Confidentiality & Assignment Agreement (Exhibit D.4) for each of its employees performing Work under this Agreement. Such agreements shall be delivered to County Project Director on or immediately after the effective date of this Agreement, but in no event later than the date any such employee commences Work under this Agreement.
6. **COMPENSATION:** All compensation to Subcontractor (and its officers, employees, and agents) for its Work pursuant to this Agreement shall be paid by Contractor and shall be as set forth in the Exhibits attached hereto, including Exhibit D.1 (Additional Terms and Conditions). Contractor shall be solely liable and responsible for any and all payments and other compensation to Subcontractor and its officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for Subcontractor or its officers, employees, and agents.
7. **TERM:** The term of this Agreement shall commence on _____ and shall continue through _____ unless sooner terminated, in whole or in part, as provided in this Agreement.
8. **TERMINATION:** Contractor shall have the right to terminate this Agreement, in whole or in part, at any time by giving written notice to Subcontractor when such action is deemed by Contractor to be in its best interest. Further, this Agreement shall terminate, in whole or in part, upon receipt by Contractor of written notice from County that County no longer approves the continuation, in whole or in part, of this Agreement. County reserves the right to cause Contractor to terminate this Agreement, in whole or in part, when County deems Subcontractor to be in breach of this Agreement. County shall not be liable or responsible in any way to Subcontractor or to any directors, shareholders, officers, employees, or agents of Subcontractor for any claims, demands, damages, liabilities, losses, costs, or expenses, including defense costs and legal, accounting and other expert, consulting, or professional fees, in any way arising from or related to County's exercise of such rights.
9. **THIRD PARTY BENEFICIARY:** Contractor and Subcontractor understand and agree that this Agreement is entered into for the benefit of County and that County is hereby expressly made a third party beneficiary of this Agreement.
10. **AMENDMENTS:** Neither Contractor nor Subcontractor are authorized to change in any way the terms, obligations, or conditions of this Agreement or the Exhibits attached hereto without the prior written consent of County Project Director, which consent shall not be unreasonably withheld. Further, any attempt to change the terms and conditions set forth herein shall be invalid and ineffective unless such change is (a) made in the form of a written amendment formally executed by authorized officials of Contractor and Subcontractor, and (b) approved in writing by County Project Director, which approval shall not be unreasonably withheld.
11. **PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:** This Agreement, or any interest herein, including any claim for monies due or to become due with respect

thereto, shall not be assigned or delegated, or both, by Contractor or Subcontractor. Any assignment or delegation shall be null and void and shall constitute a material breach of this Agreement upon which County, upon notice to Contractor and Subcontractor, may terminate this Agreement, provided that in the event of termination of the Prime Contract, Contractor has the right to assign this Agreement to County.

12. **PROHIBITION AGAINST SUBCONTRACTING:** Performance of this Agreement, or any part thereof, shall not be subcontracted by Subcontractor. Any subcontract shall be null and void and shall constitute a material breach of this Agreement upon which County, upon notice to Contractor and Subcontractor, may terminate this Agreement.

13. **INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND:**

- 13.1 Indemnification: Contractor and Subcontractor agree to indemnify, defend, and hold harmless each other, their officers, employees, and agents from and against any and all claims, demands, liabilities, losses, costs, and expenses arising from third party action, including defense costs and legal, accounting and other expert, consulting, or professional fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to Contractor's or Subcontractor's operations or their services, which result from bodily injury, death, personal injury, or property damage (including damage to property owned by or in the care, custody, or control of either party).

- 13.2 Insurance: Without limiting either party's indemnification of the other and during the term of this Agreement, Subcontractor shall provide and maintain at its own expense the following programs of insurance specified in this Agreement. Such insurance shall be provided by insurer(s) satisfactory to County's risk manager and shall be primary to and not contributing with any other insurance or self-insurance maintained by County. Certificates or other evidence of coverage satisfactory to County's risk manager, and evidence of such programs satisfactory to County, shall be delivered to County prior to commencing services under this Agreement. Such certificates or other evidence shall:

13.2.1. specifically identify this Agreement;

13.2.2. clearly evidence all coverages required in this Agreement;

13.2.3. contain express conditions that County is to be given written notice by registered mail (i) at least thirty (30) days prior to any termination of any program of insurance or within ten (10) days in the event of non-payment of premium by Subcontractor, and (ii) with respect to any material modification of any program of insurance, at least thirty (30) days in advance or immediately following Subcontractor's first receipt of notice of material modification to the types or limits of coverage as outlined in this Agreement in the event Subcontractor receives less than thirty (30) days advance notice of such modification;

- 13.2.4. include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as additional insureds for all activities arising from the Agreement; and
- 13.2.5. Subcontractor has a deductible for each occurrence under its policies in the amount of \$10,000, deemed approved by County. Any increases in the deductible shall be subject to County's approval.
- 13.3 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- 13.4 Liability Insurance: Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:
- 13.4.1. General liability insurance (written on ISO policy for CG 00 01 or its equivalent) with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence. If the above insurance is written with an annual aggregate limit, the policy limit should be three (3) times the above required occurrence limit. If written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following the expiration or termination of this Agreement.
- 13.4.2. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01 or its equivalent) endorsed for all owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars (\$1,000,000) per accident. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement.
- 13.5 Workers' Compensation: A program of insurance providing workers' compensation benefits in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons performing Work on behalf of Subcontractor pursuant to this Agreement and all risks to such persons under this Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars (\$1,000,000), and, in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000) for each employee.
- 13.6 Notification of Incidents, Claims or Suits: Subcontractor shall report to County and Contractor:
- 13.6.1. any accident or incident relating to services performed under this Agreement which involves injury or property damage which it reasonably appears may result in the filing of a claim or lawsuit against Subcontractor

and County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.6.2. any third party claim or lawsuit filed against Subcontractor arising from or related to services performed by Subcontractor under this Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of receipt of service of process of such claim or lawsuit, or knowledge by Subcontractor of such claim or lawsuit.

13.6.3. any injury to a Subcontractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager. Such report shall be made in writing within twenty-four (24) hours.

13.6.4. any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Subcontractor under the terms of this Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.7 Failure to Procure or Maintain Insurance: Failure on the part of Subcontractor to procure or maintain the required insurance shall constitute a material breach of this Agreement upon which County or Contractor, upon notice to Subcontractor, may terminate this Agreement.

14. RECORDS AND AUDITS:

14.1 Subcontractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Subcontractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Subcontractor agrees that County, Contractor, or their respective authorized representatives, shall, with reasonable notice during regular business hours, have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement, provided that County's or Contractor's access to Subcontractor's employment records shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any Subcontractor employee. All such material, including all financial records, time cards and other employment records, and proprietary data and information, shall be kept and maintained by Subcontractor and shall be made available to County and Contractor during the term of this Agreement and for a period of five (5) years thereafter unless written permission of both County and Contractor is given to dispose of any such material prior to such time. All such material shall be maintained by Subcontractor at a location in Los Angeles, Orange, Riverside, San Bernardino or Ventura Counties, provided that if any such material is located outside Los Angeles, Orange, Riverside, San Bernardino or Ventura Counties, then, at Subcontractor's option, Subcontractor shall either (a) provide County and Contractor with access to such material at a mutually agreed

upon location in such counties, or (b) pay County and Contractor for the respective travel, per diem, and other costs incurred by them to examine, audit, excerpt, copy or transcribe such material at such other location.

14.2 In the event that an audit is conducted of Subcontractor specifically regarding this Agreement by any federal or state auditor, then Subcontractor shall file a copy of such audit report with County's Auditor-Controller and with County Project Director within thirty (30) days of Subcontractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement.

14.3 Failure on the part of Subcontractor to comply with the provisions of this Paragraph 14 shall constitute a material breach of this Agreement upon which Contractor or County may immediately terminate or suspend this Agreement.

15. WARRANTY AGAINST CONTINGENCY FEES:

15.1 Subcontractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Subcontractor for the purpose of securing business.

15.2 For breach of this warranty, County shall have the right to terminate this Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

16. WARRANTIES:

16.1 Subcontractor represents, warrants, covenants, and agrees that Subcontractor shall promptly correct any and all defects, errors, or omissions in the Tasks, Subtasks, Deliverables, and other Work provided pursuant to this Agreement in order to conform and comply with all specifications, requirements, standards, and representations set forth in this Agreement and the Exhibits attached hereto, including Exhibit D.2 (Statement of Work).

16.2 Subcontractor further represents, warrants, covenants, and agrees that:

16.2.1. Subcontractor represents and warrants that (a) Subcontractor has the full power and authority to enter into this Agreement and to perform all of its obligations hereunder, (b) the Work and Deliverables provided hereunder by Subcontractor are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Subcontractor's creditors, (c) during the term of this Agreement, Subcontractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and (d) the performance of this Agreement by Subcontractor will not (i) violate, in any way, any non-disclosure Agreement, or (ii) to the best of

Subcontractor's knowledge constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

16.2.2. Subcontractor shall in the performance of its obligations under this Agreement strictly comply with the specifications, requirements, standards, and representations set forth in this Agreement.

16.2.3. All Tasks, Subtasks, Deliverables and other Work shall be provided and performed in a timely and professional manner by qualified personnel.

16.2.4. All Tasks, Subtasks, Deliverables and other Work shall be completed in accordance with this Agreement and the Exhibits attached hereto, the Prime Contract, industry standards, and hardware manufacturers' specifications.

16.2.5. All hardware and software provided under this Agreement shall perform according to the requirements as set forth in Exhibit D.2 (Statement of Work).

16.2.6. All documentation developed under this Agreement shall be uniform in appearance.

17. COMPLIANCE WITH APPLICABLE LAW:

17.1 Subcontractor shall comply with all applicable federal and state and local, laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Subcontractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of the applicable of such applicable rules, regulations, ordinances, guidelines, and directives.

17.2 Subcontractor shall indemnify, defend, and hold harmless Contractor and County from and against any and all claims, demands, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from or related to any violation on the part of Subcontractor, its employees, agents or Subcontractors of any such laws, rules, regulations, ordinances or directives. Any legal defense pursuant to Subcontractor's indemnification obligations under this Paragraph 17.2 shall be conducted by Subcontractor and performed by counsel selected by Subcontractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subcontractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

18. **FAIR LABOR STANDARDS:** Subcontractor shall comply with all applicable provisions of all applicable federal fair labor standards laws, and shall indemnify and hold harmless Contractor and County, their officers, employees and agents from any and all liability, including wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including the federal Fair Labor Standards Act, for Work performed by Subcontractor's employees pursuant to this Agreement.
19. **RESTRICTIONS ON LOBBYING:** Subcontractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Subcontractor, shall fully comply with County's lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Subcontractor, or any County lobbyist or County lobbying firm retained by Subcontractor while acting on behalf of Subcontractor with respect to County, to fully comply with County's lobbyist ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.
20. **NONDISCRIMINATION AND AFFIRMATIVE ACTION:**
- 20.1 Subcontractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations.
- 20.2 Subcontractor shall certify to, and comply with, the provisions of Subcontractor's EEO certification.
- 20.3 Subcontractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such areas of focus shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 20.4 Subcontractor certifies and agrees that it will deal with its bidders or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.
- 20.5 Subcontractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, will comply with all applicable federal and state laws and regulations, including:
- 20.5.1. Title VII, Civil Rights Act of 1964;

20.5.2. Section 504, Rehabilitation Act of 1973;

20.5.3. Age Discrimination Act of 1975;

20.5.4. Title IX, Education Amendments of 1973, as applicable; and

20.5.5. Title 43, Part 17, Code of Federal Regulations, Subparts A and B;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, this Agreement or under any project, program, or activity supported by this Agreement.

- 20.6 Subcontractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 20 when so requested by County; provided that County's access such employment records shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any Subcontractor employee.
- 20.7 If County finds that any of the provisions of this Paragraph 20 have been violated, such violation shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Subcontractor has violated state or federal anti-discrimination laws or regulations shall constitute a finding by County that Subcontractor has violated the anti-discrimination provisions of this Agreement.
- 20.8 The parties agree that in the event Subcontractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of five hundred dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.
21. **STAFF PERFORMANCE WHILE UNDER THE INFLUENCE:** Subject to all applicable laws and regulations Subcontractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair his/her physical or mental performance.
22. **EMPLOYMENT ELIGIBILITY VERIFICATION:** Subcontractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Agreement meet the citizenship or alien status requirements set forth by federal and state statutes and regulations. Subcontractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility

status required by federal and state statutes and regulations as they currently exist and as they may be hereafter amended. Subcontractor shall retain all such documentation for the period prescribed by law. SUBCONTRACTOR shall indemnify and hold harmless Contractor and County, their officers and employees, from and against any claims, demands, liabilities, losses, costs, and expenses, including defense costs and legal, accounting and other expert, consulting, or professional fees, which may be assessed against Subcontractor, Contractor or County in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES:** Subcontractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Subcontractor's services under this Agreement. Subcontractor shall further ensure that all of its officers and employees who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided to County in duplicate.
24. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.
25. **WAIVER:** No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under this Agreement.
26. **GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to agreements made and to be performed within that state. Contractor and Subcontractor agree and consent to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for Los Angeles County.
27. **SEVERABILITY:** If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of this Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deemed deleted herefrom and the validity, legality, and enforceability of the

remaining provisions contained herein shall not in any way be affected or impaired thereby unless the Agreement fails of its essential purpose because of such deletion.

28. **AUTHORIZATION WARRANTY:** Subcontractor represents and warrants that the person executing this Agreement for Subcontractor is an authorized agent who has actual authority to bind Subcontractor to each and every term, condition, and obligation of this Agreement and that all requirements of Subcontractor have been fulfilled to provide such actual authority.
29. **NOTICES:** All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties, with a copy in all cases to County, at the following addresses and delivered: (a) by hand with signed receipt, (b) by first-class registered or certified mail, postage prepaid, (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy by first-class registration or certified mail, postage prepaid, or (d) by overnight commercial or government carrier, with signed receipt. Notices or demands shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation, or on the date of signature receipt by the receiving part of any overnight commercial or government carrier delivery. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

If to Contractor:

Attention: _____

Facsimile: _____

With a copy to County, addressed as follows:

- (1) John McIntire
Associate CIO
County of Los Angeles
500 West Temple Street, Suite 493
Los Angeles, California 90012
Telephone: (213) 974-2154
Fax: (213) 633-4733
E-mail: jmcintire@cio.co.la.ca.us
- (2) County Counsel, Los Angeles County
648 Kenneth Hahn Hall of Administration
500 West Temple Street

Los Angeles, CA 90012-2713
Attention: Jose Silva, Esq.
Facsimile: (213) 617-7182

If to Subcontractor:

Attention: _____

Facsimile: _____

With a copy to County, addressed as follows:

- (1) John McIntire
Associate CIO
County of Los Angeles
500 West Temple Street, Suite 493
Los Angeles, California 90012
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- (2) County Counsel, Los Angeles County
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713
Attention: Jose Silva, Esq.
Facsimile: (213) 617-7182

30. TERMINATION FOR IMPROPER CONSIDERATION:

- 30.1 County may, by notice to Subcontractor, immediately terminate the right of Subcontractor to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Subcontractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determination with respect to Subcontractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Subcontractor as it could pursue in the event of default of Subcontractor.
- 30.2 Subcontractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

- 30.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.
31. **TERMINATION FOR GRATUITIES:** County may, by notice to Subcontractor, terminate the right of Subcontractor to proceed under this Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Subcontractor, or any agent or representative of Subcontractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Subcontractor as it could pursue in the event of default by Subcontractor.
32. **COUNTY'S QUALITY ASSURANCE PLAN:** County or its agent will evaluate Subcontractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Subcontractor's compliance with all Agreement terms and performance standards. Subcontractor deficiencies which County determines are severe or continuing and that may place performance of the Prime Contract in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement and corrective action measures taken by County, Contractor and Subcontractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement or in the Prime Contract.
33. **SUBCONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**
- 33.1 Subcontractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 33.2 As required by County's child support compliance program (Los Angeles County Code Chapter 2.200) and without limiting Subcontractor's duty under this Agreement to comply with all applicable provisions of law, Subcontractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served wage and earnings withholding orders or County's Child Support Services Department ("CSSD") notices of wage and earnings assignment for child or spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- 33.3 Failure of Subcontractor to maintain compliance with the requirements set forth in this Paragraph 33 shall constitute a default by Subcontractor under this

Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County's CSSD shall be grounds upon which County may suspend or terminate this Agreement.

34. **SUBCONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT:** Subcontractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Subcontractor understands that it is County's policy to encourage all County contractors and Subcontractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's or Subcontractor's place of business. County's CSSD will supply Subcontractor with the poster to be used.
35. **DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS:**
- 35.1 Subcontractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Subcontractor or employees or agents of Subcontractor. Such repairs shall be made promptly after Subcontractor has become aware of such damage, but in no event later than thirty (30) days after Subcontractor's actual knowledge of the occurrence.
- 35.2 If Subcontractor fails to make timely repairs during the period set forth in Subparagraph 35.1, County may make any necessary repairs. All costs incurred by County for such repairs shall be repaid by Subcontractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under this Agreement, County may deduct such costs from any amounts due to Contractor from County under the Prime Contract.
- 35.3 Subcontractor shall not in any way physically alter or improve any County facility without the prior written approval of the CIO and County's Director of Internal Services Department, in their discretion.
36. **RECYCLED-CONTENT PAPER.** Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited at County landfills, Subcontractor agrees to use recycled-content paper to the maximum extent possible in Subcontractor's provision of work pursuant to this Agreement.
37. **COMPLIANCE WITH JURY SERVICE PROGRAM.**
- 37.1 Jury Service Program: As a subcontract under the Prime Contract, this Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. A copy of the Jury Service Program is attached hereto as Exhibit D.3 (Jury Service Program).

37.2 Written Employee Jury Service Policy:

- 37.2.1. Unless Subcontractor has demonstrated to County's satisfaction either that Subcontractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Subcontractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Subcontractor shall have and adhere to a written policy that provides that its employees shall receive from Subcontractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Subcontractor or that Subcontractor deduct from the employee's regular pay the fees received for jury service.
- 37.2.2. For purposes of this Paragraph 37, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Subcontractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Subcontractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 37.2.3. If Subcontractor is not required to comply with the Jury Service Program when the Agreement commences, Subcontractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Subcontractor shall immediately notify County if Subcontractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Subcontractor no longer qualifies for an exception to the Jury Service Program. In either event, Subcontractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Subcontractor demonstrate to County's satisfaction that Subcontractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Subcontractor continues to qualify for an exception to the Jury Service Program.
- 37.2.4. Subcontractor's violation of this Paragraph 37 of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Subcontractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

38. CONFIDENTIALITY:

38.1 General. Subcontractor shall maintain the confidentiality of all records and information, including the terms and conditions of this Agreement or events or circumstances which occur during the course of Subcontractor's performance under this Agreement in accordance with all applicable federal, state, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. In addition, Subcontractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent. Subcontractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. Subcontractor shall provide to County an executed Subcontractor Employee Acknowledgment, Confidentiality & Assignment Agreement (attached as Exhibit D.4 hereto) for each of its employees performing Work under this Agreement. Notwithstanding anything herein to the contrary, Subcontractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Subcontractor discloses such Confidential Information.

38.2 Confidential Information.

38.2.1. In the performance of this Agreement or in contemplation thereof, the parties and their respective employees and agents may have access to private or Confidential Information and trade secrets owned or controlled by the other party or County and such information may contain proprietary details and disclosures. All information and data shall be plainly and prominently marked with restrictive legends identifying such information and data as proprietary or confidential ("Confidential Information").

38.2.2. With respect to any identifiable information concerning any person that is obtained by Subcontractor or any other records and information, Subcontractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Subcontractor by County for this purpose.

38.2.3. Without limiting the generality of Subparagraph 38.2.2, in the event Subcontractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Subcontractor's professionals) for disclosure of any such details, Subcontractor shall immediately notify County Project Director. Thereafter, Subcontractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Subcontractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

38.3 Limitation of County Obligations. Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for any disclosure of Confidential Information which County is required to make under the California Public Records Act or otherwise by law.

39. **CONSIDERATION OF GAIN AND GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT:** Should Subcontractor require additional or replacement personnel after the effective date of this Agreement, Subcontractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (GAIN) general relief opportunity for work (GROW) programs, who meet Subcontractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Subcontractor will interview qualified candidates. County will refer GAIN and GROW participants by job category to Subcontractor. In the event that both County laid-off employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.
40. **FEDERAL EARNED INCOME CREDIT:** Subcontractor shall notify its employees that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
41. **SUBCONTRACTOR RESPONSIBILITY AND DEBARMENT:**
- 41.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Agreement. It is County's policy to conduct business only with responsible contractors.
- 41.2 Subcontractor is hereby notified that this Agreement is a contract subject to Chapter 2.202 of the Los Angeles County Code, as may be amended during the term of this Agreement.
42. **NONDISCRIMINATION IN SERVICES:** Subcontractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements

of federal and state law. For the purpose of this Paragraph 42 (Nondiscrimination in Services), discrimination in the provision of services may include the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

43. **SAFELY SURRENDERED BABY LAW:** Subcontractor shall notify and provide to its employees residing in or working in the state of California information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.
44. **ENTIRE AGREEMENT:** The body of this Agreement and the Exhibits hereto constitutes the complete and exclusive statement of understanding between Contractor and Subcontractor which supersedes all previous agreements, written or oral, and all communications relating to the subject matter of this Agreement.
45. **CONSTRUCTION:** Whenever examples are used in this Agreement with the words "including," "for example," "e.g.," "such as," "etc.," or any derivation of such words, such examples are intended to be illustrative and not limiting.

**SUBCONTRACT AGREEMENT TO
County AGREEMENT NUMBER _____**

IN WITNESS WHEREOF, Contractor and Subcontractor have caused this Agreement to be subscribed by their duly authorized officers on the day, month and year first above written.

Contractor

Subcontractor

[Contractor]

[Name of Subcontractor]

By _____
Name:
Title:

By _____
Name:
Title:

**EXHIBIT D.1 to
EXHIBIT D (SAMPLE SUBCONTRACT)**

ADDITIONAL TERMS AND CONDITIONS

(To be prepared by Contractor
and Subcontractor)

**EXHIBIT D.2 to
EXHIBIT D (SAMPLE SUBCONTRACT)**

STATEMENT OF WORK

(To be prepared by Contractor
and Subcontractor)

**EXHIBIT D.3 to
EXHIBIT D (SAMPLE SUBCONTRACT)**

JURY SERVICE PROGRAM

LOS ANGELES County CODE

Title 2 ADMINISTRATION

Chapter 2.203 Contractor EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Other Provisions.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**EXHIBIT D.4 to
EXHIBIT D (SAMPLE SUBCONTRACT)**

**Subcontractor EMPLOYEE ACKNOWLEDGMENT,
CONFIDENTIALITY & ASSIGNMENT AGREEMENT**

**Contractor'S EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY & ASSIGNMENT OF RIGHTS**

AGREEMENT NAME & NUMBER: _____

Contractor/EMPLOYER NAME: _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality & Assignment of Rights.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above referenced Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of Work under the above referenced Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of Work under the above referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

You may be involved with Work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information. In addition, you may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession. If you are to be involved in County Work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this Agreement as a condition of your Work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if

proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violation of the Agreement by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this Agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Agreement, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation of this Agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Signed: _____ Dated: ____/____/____

Printed: _____

Position: _____

EXHIBIT E

CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY & ASSIGNMENT OF RIGHTS

AGREEMENT NAME & NUMBER: _____

CONTRACTOR/EMPLOYER NAME: _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality & Assignment of Rights.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of Work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of Work under the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

You may be involved with Work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information. In addition, you may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession. If you are to be involved in County Work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this Agreement as a condition of your Work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above-referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of the Agreement by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this Agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Agreement, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause

harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation of this Agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Signed: _____ Dated: ____/____/____

Printed: _____

Position: _____

EXHIBIT F**TASK/DELIVERABLE ACCEPTANCE CERTIFICATE**

(Name and Address)		TRANSMITTAL DATE
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE		CONTRACT NUMBER
		TITLE
FROM: _____ [Contractor] Project Director (Signature Required)	TO: _____ County Project Director Chief Information Office	
<p>[Contractor] hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. [Contractor] further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit B (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.</p>		
TASK DESCRIPTION (including Task and subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)	
Comments:		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B (Statement of Work), including any additional documentation reasonably requested by County.		
County Acceptance:		
NAME _____ SIGNATURE _____ DATE _____ County Project Director		

Distribution:

Original – Financial Services

Copy 1 - Contractor

Copy 2 - County Project Manager

Copy 3 - DPW Master Contract File